

EXHIBIT 1

**SUMMONS
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**RRA CP OPPORTUNITY TRUST I; AND REAL TIME
RESOLUTIONS, INC.**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

SEAN E. REID

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**FILED**
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 18 2024

L. Selcido JS.**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Corona Courthouse

505 S. Buena Vista, Room 201
Corona, CA 92882

CASE NUMBER:
(Número del Caso):

CVCO 2404728

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Sean E. Reid/6212 Mulan Street, Corona, CA 92880/ (951) 258-5162

DATE: JULY 18, 2024
(Fecha)

Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): REAL TIME RESOLUTIONS INC

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

1 **SEAN E. REID**

2 6212 Mulan Street

3 Corona, CA 92880

4 Telephone: (951) 258-5162

5 Facsimile: (951) 855-8011

6 Email: sreidsellhomes@gmail.com

7 Petitioner in Pro Per

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 18 2024

J. Salcido JS

8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF RIVERSIDE**
10 **CORONA COURTHOUSE**

11 SEAN E. REID

12 Petitioner,

13 v.

14 RRA CP OPPORTUNITY TRUST 1; AND
15 REAL TIME RESOLUTIONS, INC.

16 Respondents.
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Case No. **CVCO 2404728**

PETITION FOR ENTRY OF DEFAULT
ADMINISTRATIVE JUDGMENT,
SATISFACTION OF LIEN AND
DAMAGES

22 COMES NOW Petitioner, SEAN E. REID, ("Petitioner" or "REID"), against Respondents
23 RRA CP OPPORTUNITY TRUST 1, hereinafter referred to as "RRA," and REAL TIME
24 RESOLUTIONS, INC., hereinafter referred to as "RTR," for an Order /Judgment pursuant to
25 *Uniform Commercial Code and California Uniform Commercial Code §§ 9-601(a)(1), 9-*
26 *607(a)(1)-(3), and 9-609(b)(1)* as follows:
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28

- 1 -

**PETITION FOR ENTRY OF DEFAULT ADMINISTRATIVE JUDGMENT, SATISFACTION
OF LIEN AND DAMAGES**

I. VENUE AND JURISDICTION

1. Pursuant to *Code of Civil Procedure Section 392(a)*, venue is proper in Riverside County because Petitioner resides in Riverside County. Further, recent events and transactions occurred within Riverside County. Therefore, this matter is properly before this California Superior Court's Judicial District.

2. The Court has personal jurisdiction over the parties because Petitioner is a resident of the State of California and Respondents are doing business in the State of California.

3. The Subject Real Property is located within the boundaries of Riverside County, California, and the events complained of occurred in Riverside County. Thus, jurisdiction and venue are properly with this Court,

II. IDENTITY OF PARTIES

4. At all relevant times, Petitioner, is in possession of and has a legal and equitable interest of title to the Subject Real Property.

5. Petitioner is the "Aggrieved Party." An "Aggrieved Party" as defined by *Section 1201(1) of the California Uniform Commercial Code*, hereinafter referred to as "*C.U.C.C.*" and the Uniform Commercial Code, hereinafter after referred to as "*U.C.C.*," is a party entitled to pursue a remedy.

6. Petitioner is informed and believes, and thereon alleges, that at all times relevant hereto that Respondent, RTR, is a debt collection entity doing business in the State of California, in and of the County and City where the "Subject Real Property" is so situated and physically located which is within this Courts Judicial District.

7. Petitioner is informed and believes, and thereon alleges, that at all times relevant hereto that Respondent, RRA, is an unknown and unregistered entity doing business in the State of

1 California, in and of the County and City where the "Subject Real Property" is so situated and
2 physically located which is within this Courts Judicial District.

3
4 8. Petitioner is unaware of the true names and capacities of any individuals and/or entities
5 sued herein under the fictitious names DOES 1 to 10, inclusive or, to the extent that the names of
6 such individuals or entities may become known to Petitioner, and as such Petitioner cannot state
7 with any certainty that such a Cause of Action lies herein as against such individuals or entities,
8 or Petitioner unable to allege the elements of such Cause of Action, at this time, and as such said
9 Respondent are herein named in accordance with the provisions of (*Cal Code of Civil Procedure*
10 *Sec. 474*). Petitioner thereon reserves the right to amend instant Petition to allege the true names
11 and capacities of such fictitiously named Respondent when the same become known or when it
12 has been ascertained with reasonable certainty that such Cause of Action hereunder can be
13 satisfactorily stated and maintained as against each such fictitiously named individual or entity.
14

15
16 9. Petitioner is informed and believes and thereon alleges, that in committing certain acts
17 alleged, some or all of the Respondent(s) named were acting as the Agents, Joint Ventures,
18 Partners, Representatives, Subsidiaries, Affiliates, Associates, Successors, Assigns and/or
19 Employees and/or Agents or some or all of the other Respondents, and that some or all of the
20 conduct of such Respondents, as complained of herein, was within the course and scope and
21 agency of such relationship.
22

23 10. Petitioner alleges on information and belief that each of these Respondent(s) were in
24 some manner legally responsible for the acts herein alleged and for Petitioner's damages.

25 **IV. DATE OF DETERMINATION**

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27 11. Petitioner herein requests that the date of the Judicial determination sought be that of
28 the date of the filing of the initial Petition.

V. INTRODUCTION

12. This is a request for enforcement of a default Administrative Judgment and an order in accordance with *U.C.C. and C.U.C.C. §§ 9-601(a)(1), 9-607(a)(1)-(3) and 9-609(b)(1)*. Petitioner has exhausted his administrative process remedies pursuant to the *U.C.C.*, which is in concert with the *C.U.C.C.*, and the Administrative Procedure Act (*5 U.S.C. Section 500 et. seq.*). **There is no dispute or controversy between the parties.** Respondents have waived their right to answer by acquiescence, tacit admission and failure to contest, rejecting their due process opportunity.

13. The Subject Real Property for which Petitioner seeks an order is located at 6212 Mulan Street, Corona, CA 92880. The legal description is as follows:

Lot 36 of Tract No. 28880, as shown on the subdivision Map recorded on December 23, 2004 in Book 370, at Pages 85 to 89 inclusive of Maps, in the Office of the Riverside County Recorder. APN: 164-462-001-6.

14. Due to Respondents' failure to respond to Petitioner's Notices and rebut his Commercial Affidavits sent to Respondents by U.S.P.S. Certified mail, Respondents have waived their right to due process opportunity.

VI. UNIFORM COMMERCIAL CODE AND CALIFORNIA COMMERCIAL CODE DEFINITIONS

15. "Action," in the sense of judicial proceeding, includes recoupment, counterclaim, set off, suit in equity, and any other proceeding in which rights are determined. (*C.U.C.C. §1201(b)(1)*)

16. "Aggrieved Party" means a party entitled to pursue a remedy. Petitioner has established his right to pursue a remedy. (*C.U.C.C. §1201(b)(2)*)

17. "Contract," as distinguished from "agreement," means the total legal obligation that

1 results from the parties' agreement as determined by this code and as supplemented by any other
2 applicable laws. (C.U.C.C. §1201(b)(12))

3 18. "Fault" means a default, breach, or wrongful act or omission. (C.U.C.C. §1201(b)(17))

4 19. "Good Faith," means honesty in fact and the observance of reasonable commercial
5 standards of fair dealing.
6

7 20. "Party," as distinguished from "third party," means a person that has engaged in a
8 transaction or made an agreement subject to this code. (C.U.C.C. §1201(b)(26))

9 21. "Person" means an individual, corporation, business, trust, estate, trust, partnership,
10 limited liability company, association, joint venture, government, governmental subdivision,
11 agency, or instrumentality, public corporation, or any other legal or commercial entity. (C.U.C.C.
12 §1201(b)(27))
13

14 22. "Record" means information that is inscribed on a tangible medium or that is stored in
15 an electronic or other medium and is retrievable in perceivable form. (C.U.C.C. §1201(b)(31))
16

17 23. "Remedy" means any remedial right to which an aggrieved party is entitled with or
18 without resort to a tribunal. (C.U.C.C. §1201(b)(32)) A "Right" includes remedy. (C.U.C.C.
19 §1201(b)(34))
20

21 24. "Send," in connection with a writing, record, or notice means: (A) to deposit in the mail
22 or deliver for transmission by any other usual means of communication with postage or cost of
23 transmission provided for and properly addressed and, in the case of an instrument, as in the case
24 at hand, to an address specified thereon or otherwise agreed or , if there is none, to any address
25 reasonable under the circumstances. (C.U.C.C. §1201(b)(36))
26

27 25. "Signed" includes using any symbol executed or adopted with present intention to adopt
28 or accept a writing. (C.U.C.C. §1201(b)(37))

1 26. "Term" means a portion of an agreement that relates to a particular matter. (*C.U.C.C.*
2 *§1201(b)(41)*)

3 27. "Notice" defined in *subdivision (25)(a) and (b)* of the *California Civil Code* is similar
4 to the definition in *Civil Code §§ 18 and 19* which includes the terms "knows", "knowledge,"
5 "discovery", and "learn". The definition in *subdivision (26)* of when a person "gives" notice,
6 "notifies" or "receives" notice has no statutory counterpart in prior California law. *Civil Codes §§*
7 *18 and 19* define actual and constructive notice.
8

9 28. *U.C.C. and C.U.C.C §1202(a)* Subject to subdivision (*f*), a person has "notice" of a
10 fact if the person: (*1*) has actual knowledge of it; (*2*) has received a notice or notification of it; or
11 (*3*) from all the facts and circumstances known to the person at the time in question, has reason to
12 know that it exists. (*b*) "Knowledge" means actual knowledge. "Knows" has a corresponding
13 meaning. (*c*) "Discover," "learn," or words of similar import refer to knowledge rather than to
14 reason to know. (*d*) A person "notifies" or "gives" a notice or notification to another person by
15 taking such steps as may be reasonably required to inform the other person in ordinary course,
16 whether or not the other person actually comes to know of it. (*e*) Subject to subdivision (*f*), a
17 person "receives" a notice or notification when: (*1*) it comes to that person's attention; or (*2*) it is
18 duly delivered in a form reasonable under the circumstances at the place of business through which
19 the contract was made or at another location held out by that person as the place for receipt of such
20 communications. (*f*) Notice, knowledge, or a notice or notification received by an organization is
21 effective for a particular transaction from the time it is brought to the attention of the individual
22 conducting that transaction and, in any event, from the time it would have been brought to the
23 individual's attention if the organization had exercised due diligence. Due diligence does not
24 require an individual acting for the organization to communicate information unless the
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1 communication is part of the individual's regular duties. Petitioner contends Respondents had
2 adequate knowledge of all notices sent to them and is evidenced by the U.S.P.S. return receipts.

3 **VII. THE SIGNIFICANCE OF THE UNIFORM COMMERCIAL CODE**

4
5 29. The foundation of the *U.C.C.* is Commercial Law. The foundation of Commercial
6 Law is based upon certain universal, eternally just, valid, moral precepts and truth. This law of
7 Commerce applies universally throughout the world.

8
9 30. Commercial Law is non-judicial. It is prior to, superior to, and the basis of [and cannot
10 be set aside or overruled by] the statutes of any government, legislature, governmental, or quasi-
11 governmental, agencies, courts, judges, and law enforcement agencies, all of which are under an
12 inherent obligation to uphold said Commercial Law.

13
14 31. Commercial Law is a "War of Truth" expressed in the form of an intellectual weapon
15 called the Affidavit. An Affidavit is simply a written list of facts, or truths, signed under the
16 penalty of perjury, and notarized by a Notary Public, who is an Officer of the Court. The person
17 making and signing an affidavit is called the "Affiant". It is "survival of the fittest" where the last
18 un rebutted affidavit stands triumphant as the truth. In the underlying matter, Respondents failed
19 to rebut Petitioner's Commercial Affidavits.

20
21 32. When a dispute arises between parties, the *U.C.C.* and the *C.U.C.C.* specify a process
22 of administrative negotiation before the dispute may be taken to a court of law or government
23 regulatory for resolution.

24
25 33. The Common Law Process, otherwise known as the "Administrative Process" is
26 governed by the *C.U.C.C.*, the *U.C.C.*, and the Administrative Procedures Act. The foundation of
27 the *C.U.C.C.* and *U.C.C.* is Commercial Law. The *C.U.C.C.* and the *U.C.C.* are the codes that
28 regulate all negotiable instruments in which they mirror each other. A Note and/or an Agreement

1 is a negotiable instrument pursuant to *U.C.C.* and *C.U.C.C. § 3104(b)* and *(e)*.

2 34. The Common Law process is also known as a “pre-common” law process. It is a pre-
3 common law process because until there is a disagreement, there is no dispute. Unless there is a
4 rebuttal, there is no dispute. All that is being done by Petitioner is the establishment of claims and
5 obligations. The purpose of the Administrative Process is to make claims and determine if the
6 accused, the Respondents, agree or not. If the Respondents do not contest the claims, there is no
7 dispute to be adjudicated thus the appropriate damages are consensually agreed upon. Thus, it is
8 pre-judicial. In the case herein, Respondents have decided not to contest Petitioner’s
9 Administrative Process and thus have agreed to Petitioner’s terms and conditions.
10
11

12 35. Although the court system may have an essential part to play once an Administrative
13 Process has been completed, the court system is not and cannot be invoked until the charges in the
14 Notices and/or an Affidavits have been answered by (1) acquiescence, (2) rebuttal or (3) default:
15 until that point, THERE IS NO DISAGREEMENT TO ADJUDICATE. A disagreement can only
16 arise from a response or a rebuttal. Respondents have failed to respond to Petitioner’s Notices and
17 rebut Petitioner’s Commercial Affidavits.
18

19 36. When a dispute arises between parties, the *U.C.C.’s* specifies a process of administrative
20 negotiation before the dispute may be taken to a court of law for resolution. *U.C.C. § 1201(32)*
21 defines a “Remedy.” The purpose of Remedy is to make it clear that both remedy and right include
22 those remedial rights of “self-help” which are among the most important bodies of rights under
23 the *U.C.C.’s* remedial rights being those to which an aggrieved party may reason on its own with
24 or without resort to a tribunal.
25

26 37. In this instant case, the parties have settled their dispute. Respondents have stipulated
27 to the terms and conditions of Petitioner’s contract. It cannot be overstated that the whole
28

Administrative Process is not dependent on the court system. It functions quite well on its own outside the current legal system. It needs to be thoroughly understood that because it is driven by SWORN TRUTH, the Administrative Process that involves an affidavit, which this case does, is outside the jurisdiction of any court of equity. It is a private contract matter. Should an attempt be made to involve an equity court, it would result in a trespass against the Affiant's rights: those interfering individuals, who were unlawfully involved, would themselves become one of the accused. An equity court has no jurisdiction whatsoever for the Private Administrative Process is strictly a non-judicial and/or pre-judicial process between individuals and is private. In the case herein, Affiant is Petitioner and it involves Commercial Affidavits that have been unrebutted.

38. No judge, court, law, or government can invalidate these commercial processes, i.e., an affidavit, complaint, or lien based thereon because no third party can invalidate someone's Affidavit of Truth or Facts. A Judge CANNOT interfere with, tamper with, or in any way modify testimony without disintegrating the truth-seeking process of his or her profession, destroying the very fabric of his or her own occupation and abrogating the First Amendment which was established to protect truth. The sworn truth is the foundation of the law, commerce and the whole legal system consists in telling the truth ("I solemnly swear to tell the truth, the whole truth and nothing but the truth...") either by testimony, by deposition or by affidavit. Every Judge requires those who appear before him or her to be sworn to tell the truth and is compelled by the high principles of his or her profession to protect and seek out the truth. Petitioner's Commercial Affidavit is Petitioner's Affidavit of Truth. It is the sworn testimony of the Affiant who solemnly swears that facts contained therein are true, correct, and certain. Every claim made in the Affidavit is backed up by documentary evidence that is probable without contrivance.

39. Throughout the entire Administrative Process, Respondents disregarded and refused

1 to respond to any of Petitioner's Notices, nor did they rebut Petitioner's Commercial Affidavits on
2 a point-by-point basis. The sworn Affidavit will stand as truth if not timely rebutted by
3 Respondents.

4
5 40. In the case herein, Respondents had over 60 days to rebut the Affidavits. Before the
6 Notary Public issued a Certificate of Dishonor and Non-Response, Respondents failed to rebut the
7 Commercial Affidavits and cure the default. The only one who can rebut the Affidavit are
8 Respondents who alone, by their own Affidavit, must speak for themselves and only for
9 themselves. Every charge or claim in Petitioner's Commercial Affidavits must be rebutted point-
10 for-point by Respondents. Respondents' rebuttal must be done in the form of an Affidavit of Truth.
11 That means it must be Sworn Testimony and must be signed by at least two witnesses.
12 Respondents must swear to the truth, the correctness, and the certainty of their rebuttals within
13 that affidavit, thereby assuming complete liability for the statements contained in it and must be
14 prepared to prove their statements, preferably with documentation that is unimpeachable.
15 Respondents have failed to provide any rebuttals and the time to do so has passed.

16
17
18 41. The fact that Respondents have failed to respond to Petitioner's Notices and provide
19 rebuttals to his Affidavits, they have lost all right to answer this Petition and have foreclosed to
20 themselves any future possibility of redressing or rebutting those claims in the Affidavits. Failure
21 to timely answer is fatal to the outcome for Respondents. Silence is acquiescence. By
22 Respondents' silence, they have accepted Petitioner's terms and conditions and have agreed that
23 they have no rights, no security interest, no power of sale, and no authority to attempt to collect
24 and/or foreclose on Petitioner's Subject Real Property.

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VIII. STATEMENT OF FACTS

A. Respondent Failed to Sign the Note and Give Full Disclosure About the Note Making the Note Void *Ab Initio*

42. For a contract and/or agreement (Note) to be enforceable and valid, it must include these five essential elements to be lawful. The following vital components are as follows:

- (1) the signature of the maker (lender);
- (2) the signature of the receiver (borrower);
- (3) due date or dates;
- (4) specific amount;
- (5) full disclosure and the meeting of the mind.

43. The fact that Petitioner's signature is the only signature on the alleged contract makes the alleged contract a one-sided agreement and illegal. To be a valid and legal contract, there must be signatures of at least two parties. Being a one-sided contract, gave Petitioner the legal option to change the contract if Petitioner discovered that it was not working in his best interest. Petitioner came to the belief that the fact the alleged contract was not signed by Respondents was based on non-disclosure, concealment, and deceit. Pursuant to the Truth-in-Lending Act, non-disclosure voids any contract.

44. Petitioner contends that there was non-disclosure of all facts regarding the use of the agreement and his signature, lack of consideration, non-disclosure of the monetizing of the agreement, non-disclosure of Respondents' relationship to the trustee and beneficiary, non-disclosure that they were not using their own funds, and their failure to follow Generally Accepted Accounting Principles (GAAP). The acts of concealment of the material facts establish a "breach of contract" since Respondents have the legal duty to act in good faith and disclose all of the material facts relative to the transaction. Petitioner contends they did not.

45. Respondents created the money and credit upon their own books by bookkeeping entry

1 as the consideration for the Promissory Note thus risking none of their own money in the
2 transaction.

3 46. Respondents failed to fully disclose the source of the funds for the alleged loan.
4 Respondents failed to disclose they entered the original Promissory Note as a deposit on their
5 books and used it to fund the transaction. Respondents failed to disclose this fact to Petitioner in
6 the Promissory Note but instead purported to Petitioner that they were giving Petitioner a loan.
7 This is a violation of the Truth-in-Lending Act. In failing to disclose the full nature of the
8 transaction did not meet the requirements of a valid and enforceable contract, making the contract
9 (Promissory Note) void *ab initio*. Furthermore, Respondents failed to respond to these facts in
10 Petitioner's Non-Negotiable Notice of Conditional Acceptance and rebut these facts stated in
11 Petitioner's Commercial Affidavits. (See attached Exhibit "A")

12 47. In conjunction with the U.C.C. and the C.U.C.C., California *Code of Civil Procedure*
13 § 2074 states: "An offer in writing to pay a particular sum of money, or to deliver a written
14 instrument or specific personal property, is, if not accepted, equivalent to the actual production
15 and tender of the money, instrument or property."
16

17 48. Petitioner's debt obligation was tendered and discharged when Respondents failed to
18 accept Petitioner's Non-Negotiable Notice of Conditional Acceptance, failed to respond to
19 Petitioner's Non-Negotiable Notice of Adequate Assurance of Due Performance, and his
20 Commercial Affidavits.
21

22 **B. Respondents are Practicing Intimidation and Extortion**

23 49. Despite not being able to produce valid proof of claim on Petitioner's Real Property as
24 requested in Petitioner's Non-Negotiable Notice of Conditional Acceptance and Commercial
25 Affidavits, Respondents have threatened and continues to threaten collection attempts on
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1 Petitioner's Property.

2 50. According to California law, to collect a debt obligation without valid standing or proof
3 of claim is not only against the law but using intimidation and threats amounts to extortion. For a
4 well-established institution to have such blatant disregard of Petitioner's rights and well-
5 established law is not only immoral, but also illegal.
6

7 **C. Petitioner's Procedural Steps in Administrative Process**

8 51. Petitioner signed a Promissory Note with GreenPoint Mortgage Funding, Inc. on
9 May 21, 2007. Petitioner was the only party that signed the Promissory Note making it a one-
10 sided contract. Respondent RRA claims they were assigned the debt obligation from Greenpoint
11 Mortgage Funding, Inc on December 27, 2017. Respondent RTR claims they received the
12 servicing rights on behalf of Respondent RRA on January 24, 2013. Respondent claims they
13 received the servicing rights over Petitioner's debt obligation on January 24, 2013, by yet
14 Respondent RRA allegedly didn't receive an interest in the debt obligation until December 27,
15 2017. Respondents' information does not appear to be trustworthy. Petitioner has never rendered
16 a payment to Respondent RTR over the span of the past eleven (11) years.
17

18 52. *C.U.C.C. and U.C.C. § 2-609* gives a party a right to adequate assurance of performance
19 and states the following: "a contract imposes an obligation on each party that the other's
20 expectation of receiving due performance will not be impaired. When reasonable grounds for
21 insecurity arise with respect to the performance of either party the other may in writing demand
22 adequate assurance of due performance and until he/she/they receive such assurance may if
23 commercially reasonable suspend any performance for which he/she/they have not already
24 received the agreed return.
25

26 53. After receiving a presentment, a letter dated January 13, 2024, regarding payment
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options for Petitioner, from Respondent RTR, on public account 0022278641, in accordance with
C.U.C.C. and *U.C.C. § 2-609*, Petitioner sent Respondents a Non-Negotiable Notice of
Conditional Acceptance along with an Acceptance, hereinafter referred to as "Notice," on January
29, 2024. (See Attached as Exhibit "A" for copies of Petitioner's Administrative Process).
Presentment under the *U.C.C.* means a demand made by or on behalf of a person entitled to enforce
an instrument. The Notice and Acceptance were sent to Respondents by U.S.P.S. Certified Mail
and were received by Respondent's RTR Agent for Process of Service on February 1, 2024. Notice
to the Agent is Notice to the Principal. Notice to the Principal is Notice to the Agent. (California
Civil Code § 2332) (See attached Exhibit "A")

54. After receiving no response from Respondents within the fourteen (14) calendar days
as requested, Petitioner sent Respondents via U.S.P.S. Certified Mail a Non-Negotiable Notice of
Fault and Opportunity to Cure along with a Non-Negotiable Notice of Adequate Assurance of Due
Performance, Non-Negotiable Notice of Affidavit of Sean E. Reid, and a Non-Negotiable
Notice of Affidavit of Sean E. Reid Regarding the Note on February 14, 2024. The Notices and
Affidavits were received by Respondents on February 20, 2024. Respondents were required to
send a response to both Petitioner and the Notary Public within ten (10) calendar days after receipt.
Respondents failed to respond to either Petitioner and the Notary Public within the ten (10)
calendar days upon receipt as requested. (See attached Exhibit "A")

55. After failing to receive a timely response from Respondents, Petitioner sent to
Respondents via U.S.P.S. Certified Mail a Non-Negotiable Notice of Default in Dishonor and
Estoppel along with the Affidavit of Sean E. Reid Re: Concealment and Dishonesty on March 4,
2024. Respondents received Petitioner's Notice on March 8, 2024. (See attached Exhibit "A")

56. Upon Respondents' failure to respond to Petitioner's Non-Negotiable Notice of

1 Conditional Acceptance, Affidavit of Sean E. Reid Regarding the Note, Non-Negotiable Notice of
2 Fault and Opportunity to Cure, Non-Negotiable Notice of Adequate Assurance of Due
3 Performance, Non-Negotiable Notice of Affidavit of Sean E. Reid, Non-Negotiable Notice of Fault
4 and Opportunity to Cure, Negotiable Notice of Default in Dishonor and Estoppel, and Affidavit of
5 Sean E. Reid Regarding Concealment and Dishonest, Petitioner requested a Notary Public to send
6 Respondents a Notice of Protest and Opportunity to Cure in accordance with with *C.U.C.C.* and
7 *U.C.C. §§ 1-202, 3-505, 3-505(b)*. The Notary Public sent Respondents a Notice of Protest and
8 Opportunity to Cure on March 19, 2024, via U.S.P.S. Certified Mail. Respondent received the
9 Notice on March 25, 2024. (See attached Exhibit "A")

12 57. After failing to respond to the Notary Protest and Opportunity to Cure within the ten
13 (10) calendar days from the postmark of the Notice, the Notary Public issued a Certificate of
14 Dishonor and Non-Response on April 6, 2024. (See attached Exhibit "A")

16 58. Since Petitioner commenced the Administrative Process on January 29, 2024,
17 Respondents have failed to respond to the Notices, rebut the Commercial Affidavits and send
18 Petitioner a Satisfaction of Lien or a Full Reconveyance. Due to Respondents' failure to comply
19 with the terms and conditions of Petitioner's contract, Petitioner filed with the California Secretary
20 of State a U.C.C-1 Financing Statement, hereinafter referred to as "UCC-1," on April 22, 2024,
21 File No. U240035342833. Petitioner's lien states damages in the amount of \$188,400.00 for public
22 account number 0022278641 which Respondents have tacitly agreed is owed to Petitioner. The
23 UCC-1 made Petitioner the Secured Party and Respondents the Debtors. (See attached Exhibit
24 "A")

26 59. Respondents are either ignorant of due process under the *U.C.C.*, the *C.U.C.C.*, the
27 Administrative Procedure Act, and the California *Code of Civil Procedures* and *Civil Codes* or
28

1 admit their guilt in this matter. They were given numerous opportunities to respond to this matter
2 but have chosen to remain silent.

3 60. U.C.C. and C.U.C.C. § 2-609(4) states "After receipt of a justified demand failure to
4 provide within a reasonable time not exceeding 30 days such assurance of due performance as is
5 adequate under the circumstances of the particular case is a repudiation of the contract."
6 Respondents have had more than thirty (30) days; thus the contract has been repudiated.
7

8 61. Silence is acquiescence. By their silence, Respondents have accepted Petitioner's
9 terms and conditions and have agreed the debt obligation is paid. By their silence, Respondents
10 have lost all rights to a claim of any loss. Silence can only be equated with fraud where there is a
11 legal or moral duty to speak or where an inquiry is left unanswered would be intentionally
12 misleading.
13

14 **D. An Unrebutted Affidavit Stands as Truth and is Judgment in Commerce**

15 62. An Affidavit unrebutted stands as Truth in Commerce. An unrebutted affidavit
16 becomes judgment in commerce. Any proceeding in court, tribunal, or arbitration forum consists
17 of a contest, or "duel," of commercial affidavits wherein the points remaining unrebutted in the
18 end stand as the truth and the matters to which the judgment of the law is applied.
19

20 63. A lien or claim, under commercial law, can only be satisfied by one of the following
21 actions: (1) A rebuttal Affidavit of Truth, supported by evidence, point-by-point; (2) Payment; (3)
22 Agreement; (4) Resolution by a jury according to the rules of common law. Herein, Respondents
23 have not offered any rebuttals to Petitioner's Commercial Affidavits. Therefore, through estoppel
24 via acquiesce, Respondents have exhausted their administrative remedy in this matter.
25 Respondents have had their opportunity to be in honor but have chosen not to provide valid proof
26 of claim through their actions.
27
28

64. "In the absence of counter-affidavits, the court is required to grant judgment where the affidavits of the moving party satisfy the requirements. Neither the trial court nor the appellate court may weigh evidence. When no affidavits are filed in rebutting Petitioner's Commercial Affidavits, the court is entitled to accept as true the facts alleged in Petitioner's Commercial Affidavits.

65. A "course of performance" is a sequence of conduct between parties to a particular transaction that exists if (1) the agreement of the parties with respect to the transaction involves repeated occasions for performance by a party; and (2) the other party, with knowledge of the nature of the performance and opportunity for objection to it, accepts the performance or acquiesces in it without objection.

66. Respondents' acquiescence and neglect of duty for failure to timely respond as stipulated and rebut with particularity, everything or anything in Petitioner's demands for information and documentation with which Respondents have disagreed, have given a lawful, legal, and binding agreement with and admission to the fact that everything stated herein is true, correct, legal, lawful, and fully binding upon Respondents in any court in America, without Respondents' protest or objection or that of those who may represent Respondents. [*U.S. v. Tweel* (1977), 550 F. 2d 297.]

67. In accordance with *C.U.C.C. and U.C.C. §§ 9-601(a)(1), 9-609(b)(1), 9-607(a)(1)-(3)*, and the contract in which Respondents have tacitly agreed to, Petitioner now petitions the Court for an judgment for a satisfaction of lien or a full reconveyance and for damages as stated on the UCC-1 Financing Statement. (See attached Exhibit "A")

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**FIRST CAUSE OF ACTION – JUDGMENT FOR SATISFACTION OF LIEN OR FULL
RECONVEYANCE AND DAMAGES**

[Against Defendant]

68. Petitioner re-alleges allegations of Paragraphs 1-67 above.

69. Petitioner asserts that he has been reasonable in attempting to obtain information from Respondents in accordance with *U.C.C.*, *C.U.C.C.*, and the Administrative Procedure Act. Respondents insist on having a right to collect payments from Petitioner but have pointedly refused to provide due performance despite Petitioner's Notices and Commercial Affidavits in accordance with the private administrative process.

70. Respondents have lost their right to contest this Petition via estoppel through acquiescence. This matter has been resolved through Petitioner's private administrative process as described in the Statement of Facts and therefore, by their tacit admission, there is no controversy or dispute for this Honorable Court to adjudicate. Petitioner has entered a Non-Negotiable Notice of Conditional Acceptance and Commercial Affidavits under penalty of perjury attesting to this fact. They have abandoned their right to answer, oppose and appeal. (See attached Exhibit "A")

71. Petitioner hereby petitions this Honorable Court, in accordance with *U.C.C.* and *C.U.C.C.* §§ 9-601(a)(1), 9-607(a)(1)-(3), 9-609(b)(1), to render an Order that directs Respondents to release all claims and pay Petitioner damages in the amount requested on the filed UCC.-1 Financing Statement.

72. Petitioner motions this Honorable Court to take Judicial Notice of Petitioner's Affidavit, Certificate of Dishonor, and the UCC.-1 Financing Statement as evidence before this court. (see Exhibit "A")

//

PRAYER FOR RELIEF

WHEREFORE, Petitioner respectfully moves and prays this Honorable Court for an
Judgement or Order as follows:

1. An Order stating the public account no. 0022278641 is paid in full;
2. A Satisfaction of Lien or Full Reconveyance on Public Account No. 0022278641
from Respondents;
3. Remove all derogatory reporting with the credit bureaus in relation to this case and
report all the account as "Paid or Settled in Full as Agreed;"
4. Pay Petitioner the amount of \$188,400.00 as stated in the Petitioner's UCC-1
Financing Statement Filed April 22, 2024, within 14 days of the Order;
5. No further action can be taken against Petitioner, including but not limited to
foreclosure sale on Subject Real Property, Trustee's Sale, Quiet Title, or collections;
6. Respondents are barred from contesting and or appealing the Order
7. For further relief that the Court considers just and proper.

Respectfully submitted by:

DATED: July 17, 2024



Sean E. Reid

Petitioner

All Rights Reserved. Without Prejudice.

UCC § 1-308

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EXHIBIT “A”



STATE OF CALIFORNIA
Office of the Secretary of State
UCC FINANCING STATEMENT (UCC 1)
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 657-5448

For Office Use Only

-FILED-

File No.: U240035342833

Date Filed: 4/22/2024

Submitter Information:

Contact Name	Trina Patterson
Organization Name	DirectConnect Legal Solutions
Phone Number	(951) 538-3921
Email Address	directconnectlegal@gmail.com
Address	9431 HAVEN AVENUE SUITE 100-280 RANCHO CUCAMONGA, CA 91730

Debtor Information:

Debtor Name	Mailing Address
RRA CP OPPORTUNITY TRUST 1	c/o WILMINGTON SAVINGS FUND SOCIETY, FSB 500 DELAWARE AVENUE 11TH FLOOR WILMINGTON, DE 19801
REAL TIME RESOLUTIONS, INC.	1349 EMPIRE CENTRAL DRIVE SUITE 150 DALLAS, TX 75247

Secured Party Information:

Secured Party Name	Mailing Address
SEAN E REID	6212 MULAN STREET CORONA, CA 92880

Indicate how documentation of Collateral is provided:

Attached in a File

Upload PDF as Collateral:

Notary Certificate of Dishonor and Non-Response-Real Time Resolutions.pdf

Indicate if Collateral is held in a Trust or is being administered by a Decedent's Personal Representative:

Not Applicable

Select an alternate Financing Statement type:

Not Applicable

Select an additional alternate Financing Statement type:

Not Applicable

Select an alternative Debtor/Secured Party designation for this Financing Statement:

Bailee/Bailor

Optional Filer Reference Information:

In accordance with the Uniform Commercial Code, the Administrative Procedure Act (5 U.S.C. Section 500, et seq.), and the Federal Register Act (44 U.S.C. Chapter 15), the Secured Party has exhausted his administrative process remedies. Through their failure to respond, Debtor(s) have waived their right to answer by acquiescence, tacit admission, and failure to contest, rejecting their due process opportunity. (See *Randone v. Appellate Court* (1971) 5 C3d 536; *Mullane v. Central Hover Trust Co.* (1950) 339 U.S. 306, 314; *Sniadach v. Family Finance Corp.* (1969) 395 U.S. 337, 339; *Melovich Builders v. Superior Court* (1984) 160 Cal.App.3d 931, as in line with California Code of Civil Procedure § 437(c), defaults.) Debtor(s) have tacitly agreed and admitted Secured Party owes Debtor(s) zero on Public Account No. 0022278641. Debtor(s) owes Secured Party damages in the amount of \$188,400.00.

Miscellaneous Information:

B2678-5242 04/22/2024 1:31 PM Received by California Secretary of State

Search to Reflect:

☐ Order a Search to Reflect

B2678-5243 04/22/2024 1:31 PM Received by California Secretary of State

NOTARY CERTIFICATE OF DISHONOR AND NON-RESPONSE

PRESENTMENT

Be it known, that I, Patricia Renea Sylve, am a duly empowered Notary Public, in and for the STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, a third party witness and not a party to the matter, at the request of Sean E. Reid, to whom communications were to be mailed regarding the contract entitled NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE in response to Public Account #0022278641, herein "presentment".

PROTEST

Whereupon the Notary Public signing below, for the purpose and reason of Dishonor and Non-Response does publicly and solemnly certify the dishonor as against all parties it may concern for liability equivalent to three times the face value of the instrument and the claim of the debt, and all costs, damages, and interest incurred, or hereafter incurred, by reason of non-performance thereof and stipulations therein.

Pursuant to California Commercial Code Section 3-505, and Uniform Commercial Code Section 3-505(b) and 1-202, Notice of Protest is hereby given with Certificate of Dishonor and Non-Response regarding the following:

Affiant Sean E. Reid sent a Notice of Dishonor and Estoppel to Real Time Resolutions, Inc. c/o Shauna Boedeker/CFO/Treasurer on March 4, 2024, at 1349 Empire Central Drive, Suite 150, Dallas, TX 75247-40029. Affiant Sean E. Reid sent A Notice of Dishonor and Estoppel to Real Time Resolutions, Inc. c/o Shauna Boedeker/CFO/Treasurer on March 4, 2024, at 1349 Empire Central Drive, Suite 150, Dallas, TX 75247-40029 on March 4, 2024, at P.O. Box 36655, Dallas, TX 75235-1655. Notice to the Agent is Notice to the Principal. Notice to the Principal is Notice to the Agent. Each entity was given ten (10) calendar days from the postmark to respond.

The undersigned Notary Public certifies that on March 21, 2024, Proof of Delivery shows a Notice of Protest and Opportunity to Cure was mailed to Respondent who was given an additional ten (10) calendar days from the postmark date to respond. Respondent failed to respond.

NOTICE

As of this date, no response and/or the replies did not answer Affiant's questions or provide the proof Affiant requested or, Affiant requested performance and Respondent did not answer or refused for no good reason has been delivered to me. I interviewed Sean E. Reid, whose affidavit is attached to the Notarial Protest. Sean E. Reid has stated to me by affidavit that Petitioner has received no response to said Contract at his address or any other mailing location. Based on the foregoing information, Respondent has dishonored Sean E. Reid's presentments by non-acceptance and/or non-performance and have therefore assented to the terms and conditions of said NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE Contract.

The undersigned Notary Public certifies that the 6th day of April 2024, this Notice of Dishonor and Non-Response was sent to Respondent by depositing said document in the United States Mail,

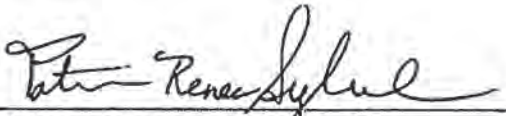
Certified Mail Tracking No. 9414 8118 9956 4835 4428 67 with Electronic Returned Receipt Requested.

TESTIMONY

In the testimony of the above, I have hereunto signed my name and attached my official seal of office.

STATE OF CALIFORNIA)
) SS ACKNOWLEDGEMENT
COUNTY OF LOS ANGELES)

As a Notary Public for said County and State, I do hereby certify that on this 6th day of April 2024, in the testimony of the above, I have hereunto signed my name and attached my official seal of office.



Patricia Renea Sylve, Notary Public
12142 Central Ave., #191
Chino, CA 91710



B2678-5245 04/22/2024 1:31 PM Received by California Secretary of State

Page 1 of 6



NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE

Month: One Day: Twenty-Nine Year: 2024

Notice to Agent is Notice to Principal and Notice to Principal is Notice to Agent
Silence is Acquiescence

TERMS AND CONDITIONS

Sean E. Reid
6212 Mulan Street
Eastvale, CA 92880

Real Time Resolutions, Inc.
c/o Shauna Boedeker/ CFO/Treasurer
P.O. Box 36655
Dallas, TX 75235

Regarding: Letter Dated 1/13/2024/Regarding Account Ending in 8641/Balance Due
\$131,337.12/Regarding RTR File Number: 0022278641/In Reference to Property: 6212 Mulan
Street, Corona, CA 92880

Greeting. I hope this NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE finds
you well and good stead.

I am contacting you, Real Time Resolutions, Inc. as alleged Attorney in Fact for Greenpoint
Mortgage Funding, Inc. and agent for alleged assignee RRA CP OPPORTUNITY TRUST 1,
hereinafter referred to as "Real Time," because I received your correspondence called "Letter
Dated 1/13/2024/Regarding Account Ending in 8641/Balance Due \$131,337.12/Regarding
RTR File Number: 0022278641/In Reference to Property: 6212 Mulan Street, Corona, CA
92880" (Hereinafter "Offer" and or Contract).

As you likely know, one of the foundational principles of contract is "certainty of terms".
Therefore, before I can accept your Offer, I need clarification of terms, please.

I do not argue facts, jurisdiction, law or venue. I would like to settle the matter as soon as
possible, please. Therefore, I am sending you the questions below.

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Page 2 of 6

Please answer the questions below relating to your Offer and return the answers to me by mail within 10 (Ten) calendar days from the date you receive this NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE.

Examination statement: In my Private and Public duties, I have examined your Offer.

In your Offer I have found errors. Please stop and address the errors to avoid possible mail fraud, possible fictitious use of language, pertaining to the fraud act (**18 U.S. Code 1001**). (See Exhibit B)

For me to safeguard you from **Jeopardy** please respond accordingly to these following questions:

1. Are you aware that federal law provides for imprisonment and/or fines for making any materially false, fictitious, or fraudulent statement or representation whether in person, in writing or via mail? YES OR NO. Please give your answer here:

2. Provide Evidence and Proof that the Offer does not make false, fictitious, fraudulent, and misleading statements thus possibly violating **18 U.S. Code § 1001**. (Please see Exhibit A) Please give your answer here:

3. Is the Offer an attempt to contract with me? YES OR NO. Please give your answer here: _____
4. Provide evidence that you, Greenpoint Mortgage Funding, Inc., hereinafter referred to as "GMF," and/or RRA CCP OPPORTUNITY TRUST 1, hereinafter referred to as "RRA," used their capital and did not obtain credit or a line of credit nor an open end nor closed end of any form of credit. Attach your evidence to this contract.
5. Provide evidence that I was not led to believe that the capital used for the Note was the sole source of funding and not credit. Attach evidence to this contract.
6. Provide an accounting of the debt from inception to date according to U.C.C. § 9210. Attach your evidence to this contract.
7. Provide evidence that you, GMF, and/or RRA, did not knowingly and wilfully engage in the collection of an extension of credit and not your own capital. Attach evidence to this contract.
8. Provide evidence that you, GMF, and/or RRA did not use extortionate enforcement of payment without clear and full disclosure to me. Attach evident to this contract.

Page 3 of 6

9. Provide evidence and proof that in sending the Offer via the United States Postal Service does not constitute a mailing of a fraudulent claim and/or committing mail fraud. Attach your evidence to this contract.
10. Provide evidence that you, GMF, and/or RRA did not wilfully withhold and/or conceal full disclosure of material facts to me. Attache evidence to this contract.
11. Provide Evidence and proof that my reply via the United States Postal Service does not bring you under the rules, regulations, and guidelines of the Universal Postal Union. See **Presentment Post Manual, Edition by J. Campbell, 2014**. Attach your evidence to this contract.

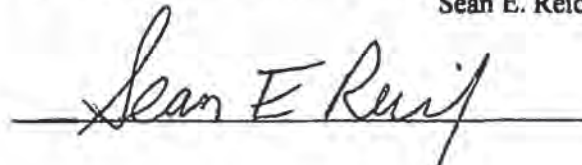
It is not my intention, nor has it ever been my intention to avoid paying any debt that is lawfully owed. In the Offer there is mention of required payment which I would like to settle IMMEDIATELY. What specie will you accept or lawfully require as payment? *Please see 18 USC § 8 and then 31 USC § 3124 and Article 1 Section 10 United States Constitution (see EXHIBIT A).* Please provide your answer here: _____

I want to get this matter resolved lawfully as soon as possible. Once again, I will grant you 10 (ten) calendar days from the date you receive this NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE for your response on a point-by-point basis.

If you fail to provide a legal and proper response within the stated timeline, it will be presumed that you have accepted the terms and conditions as stated herein.

Specifically, you will be deemed to have agreed to the following: that there was never a valid debt under the Note and Deed of Trust thereby rending it null and void at its inception, that no further payment is owed, that the outstanding debt has been discharged in full thereby reducing the account balance to zero, that you will remove negative credit reporting you may have reported to the crediting agencies, that you will mail me a lien release (reconveyance), that you are accepting this NOTICE as full accord and satisfaction, that you agree that for any attempt by you or your agent to repossess my home located at 6212 Mulan Street, Corona, CA 92880 (hereafter referred to as the "Property") you agree to pay my protection fee of \$5,000 per attempt, that in the event of a successful repossession by you or by your agent that you will pay a daily Property holding fee of \$5,000 per day until the Property is returned to me.

Sincerely, and with explicit reservation of all My rights,
without prejudice and without recourse to any of My rights.
Sean E. Reid



Page 4 of 6

**Attachments: Letter Dated 1/13/2024/Regarding Account Ending in 8641/Balance Due
\$131,337.12/Regarding RTR File Number: 0022278641/In Reference to Property: 6212 Mulan
Street, Corona, CA 92880**

B2678-5249 04/22/2024 1:31 PM Received by California Secretary of State

EXHIBIT A

18 U.S. Code § 8 - Obligation or other security of the United States defined

The term "**obligation or other security of the United States**" includes all bonds, certificates of indebtedness, **national bank currency**, **Federal Reserve notes**, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and cancelled United States stamps. (June 25, 1948, ch. 645, 62 Stat. 685.)

31 U.S. Code § 3124 - Exemption from taxation

(a) Stocks and obligations of the United States Government are exempt from taxation by a State or political subdivision of a State. The exemption applies to each form of taxation that would require the obligation, the interest on the obligation, or both, to be considered in computing a tax, except—

- (1) a non-discriminatory franchise tax or another non-property tax instead of a franchise tax, imposed on a corporation; and
- (2) an estate or inheritance tax.

(b) The tax status of interest on obligations and dividends, earnings, or other income from evidences of ownership issued by the Government or an agency and the tax treatment of gain and loss from the disposition of those obligations and evidences of ownership is decided under the Internal Revenue Code of 1986 (26 U.S.C. 1 et seq.).

An obligation that the Federal Housing Administration had agreed, under a contract made before March 1, 1941, to issue at a future date, has the tax exemption privileges provided by the authorizing law at the time of the contract. This subsection does not apply to obligations and evidences of ownership issued by the District of Columbia, a territory or possession of the United States, or a department, agency, instrumentality, or political subdivision of the District, territory, or possession. (Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 945; Pub. L. 99-514, § 2, Oct. 22, 1986, 100 Stat. 2095.)

Article 1 Section 10 United States Constitution

No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make **anything but gold and silver Coin a Tender in Payment of Debts**; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility. No State shall, without the Consent of the Congress, lay any Imposts or Duties on Imports or Exports, except what may be absolutely necessary for executing it's [sic] inspection Laws; and the net Produce of all Duties and Imposts, laid by any State on Imports or Exports, shall be for the Use of the Treasury of the United States; and all such Laws shall be subject to the Revision and Control of the Congress. No State shall, without the Consent of Congress, lay any Duty of Tonnage, keep Troops, or Ships of War in time of Peace, enter into any Agreement or Compact with another State, or with a foreign Power, or engage in War, unless actually invaded, or in such imminent Danger as will not admit of delay.

Page 6 of 6

EXHIBIT B

18 U.S. Code §1001. Statements or entries generally (False & Fictitious Statements)

Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and wilfully—

- (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
- (2) makes any materially false, fictitious, or fraudulent statement or representation; or
- (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, imprisoned not more than 5 years or, if the offense involves international or domestic terrorism (as defined in section 2331), imprisoned not more than 8 years, or both. If the matter relates to an offense under chapter 109A, 109B, 110, or 117, or section 1591, then the term of imprisonment imposed under this section shall be not more than 8 years.

Cc: CT Corporation
c/o Real Time Resolutions, Inc.
330 N. Brand Avenue
Glendale, CA 91203

Real Time Resolutions, Inc.
1349 Empire Central Drive, Suite 150
Dallas, TX 75247

B2678-5251 04/22/2024 1:31 PM Received by California Secretary of State



Real Time Resolutions, Inc
P.O. BOX 36655
Dallas, TX 75235-1655
ELECTRONIC SERVICE REQUESTED

Account Number Ending In: 8641
Balance Due: \$131,337.12

"Acceptance" January 29, 2024, Sean E Reid

01/13/2024



0005 000502

SEAN E REID
6212 MULAN ST
EASTVALE CA 92880-0790

Regarding RTR File Number: 0022278641
In Reference to Property: 6212 MULAN ST
CORONA, CA 92880

Dear SEAN E REID,

This is a legally required notice sent pursuant to 12 C.F.R. § 1024.39. Please read this letter carefully. Real Time Resolutions, Inc. ("RTR") is servicing a delinquent mortgage with respect to the above-referenced property. However, if you have received a discharge of your personal obligation in bankruptcy, please note that you have no personal obligation to make payments toward this delinquency, although a lien on the property may still exist. RTR's documentation shows that a lien associated with this account remains on the property. If you have reason to believe that this is not true, please contact RTR so that we can update our records.

RTR wants to notify you of possible ways to avoid losing your home. We may have a right to invoke foreclosure based on the terms of the security instrument encumbering your property. The following options may be available to you (most are subject to approval by the owner or servicer of the debt secured by the lien).

- **Payment Plan** - Temporarily adjust the payment terms of the account
- **Lien Release Option** - Resolve the lien for less than the amount it secures
- **Short Sale** - Sell your home and use the proceeds to resolve the account secured by the lien

Call us today at 1-888-361-7152 to learn more about these options and for instructions on how to apply. We are available Monday - Friday 8:00am - 6:00pm Central. Please note that, for some of the above options, you may be required to send in financial information.

This account's current creditor is RRA CP OPPORTUNITY TRUST 1.

"Accepted" January 29, 2024, Sean E Reid

PAY THIS AMOUNT: \$ 131,337.12

PLEASE SEE THE BACK OF THIS PAGE AND THE BACK OF THE NEXT PAGE FOR ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.

Real Time Resolutions, Inc. is a debt collector, although this is not an attempt to collect a debt from you. This document is provided for compliance and informational purposes only.

1349 Empire Central Dr, Suite 150 Dallas TX 75247-4029
Toll Free Customer Service 1-888-361-7152
Corporate Office Hours: Monday - Friday 8:30AM - 5:30PM Central
www.payrtr.com



THE FOLLOWING NOTICES APPLY TO THE RESIDENTS OF THE FOLLOWING STATES, AS NOTED. THIS LIST IS NOT A COMPLETE LIST OF RIGHTS CONSUMERS MAY HAVE UNDER STATE AND FEDERAL LAW.

The legal time limit (statute of limitations) for suing you to collect all or a portion of this debt may have expired. It is a violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., to sue to collect on all or a portion of a debt for which the statute of limitations has expired.

"Acceptance" January 29, 2004 Sean E. Reid

Even if the statute of limitations has expired, you may choose to make payments on the debt. However, please be aware that if you make a payment on the debt, admit to owing the debt, promise to pay the debt, and/or waive the statute of limitations on the debt, the time period in which all or a portion of the debt is enforceable in court may start again. If you would like to learn more about your legal rights and options, you can consult an attorney or a legal assistance or legal aid organization.

CALIFORNIA RESIDENTS: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act requires that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov. California-DFPI Debt Collection License # 10512-99.

COLORADO RESIDENTS: A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt. Real Time Resolutions, Inc. Colorado office location: 8690 Wolff Court, Suite 110, Westminster, CO 80031; Phone (303) 920-4763. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE: [HTTPS://COAG.GOV/OFFICE/SECTIONS/CONSUMER-PROTECTION/CONSUMER-CREDIT-LIMIT/COLLECTION-AGENCY-REGULATION/](https://COAG.GOV/OFFICE/SECTIONS/CONSUMER-PROTECTION/CONSUMER-CREDIT-LIMIT/COLLECTION-AGENCY-REGULATION/)

MAINE RESIDENTS: Corporate Hours of Operation: Monday - Friday 8:30 a.m. - 5:30 p.m. Central. Our toll free telephone number is 1-888-361-7152.

MASSACHUSETTS RESIDENTS: You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the debt collector.

MINNESOTA RESIDENTS: This collection agency is licensed by the Minnesota Department of Commerce.

NEBRASKA RESIDENTS: Nebraska Mortgage Banker License Number 1952. Nebraska Collection Agency License Number 283.

NORTH CAROLINA RESIDENTS: North Carolina Department of Insurance, permit number 119500234. North Carolina Commissioner of Banks, license number S-146288. You may file a complaint by contacting the NCCOB at: 316 W. Edenton St., Raleigh, NC 27603, (919) 733-3016, or by visiting <http://www.nccob.org>.

OREGON RESIDENTS: Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (888) 877-4894 or visit <http://dfi.oregon.gov>.

TENNESSEE RESIDENTS: Tennessee Collection Service Agency License Number 439. This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. State Department of Commerce and Insurance, 500 James Robertson Parkway, Nashville, TN 37243.

TEXAS RESIDENTS: COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550. A complaint form and instructions may be downloaded and printed from the Department's website located at www.sml.texas.gov or obtained from the department upon request by mail at the address above, by the telephone at its toll free consumer hotline listed above or by email at smlinfo@sml.texas.gov.

WASHINGTON RESIDENTS:

Account Information as of: 01/13/2024

Principal Balance: \$62,211.78

Accrued Interest: \$68,990.34

Other Fees: \$0.00

Late Fees: \$135.00

Payoff: \$131,337.12

WISCONSIN RESIDENTS: This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org.

ALL U.S. RESIDENTS:

If you would like mortgage counseling or assistance, you can find a list of counselors in your area by calling the U.S. Department of Housing and Urban Development at 1-800-569-4287 or visiting their website at www.hud.gov.

- This account's current creditor is **RRA CP OPPORTUNITY TRUST 1.**
- This account's original creditor is **GREENPOINT MORTGAGE FUNDING, INC.**

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"Acceptance" January 29, 2024 Sean E. Ruff

01/13/2024

RTR File Number: 0022278641

RTR's Contact Information:

- Dedicated Phone Number: 1-888-361-7152
- Address: P.O. Box 36655, Dallas, TX 75235-1655
- Fax Number: 1-214-452-0528
- Email Address: rs@rtrresolutions.com
- Website: www.payrtr.com

For help exploring your options, the federal government provides contact information for housing counselors, which you can access by contacting the Department of Housing and Urban Development at 800-569-4287 or by visiting <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Thank you,

Real Time Resolutions, Inc.
P.O. Box 36655
Dallas, TX 75235-1655
Toll Free: 1-888-361-7152

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1349 Empire Central Dr. Suite 150 Dallas TX 75247-4029
Toll Free Customer Service 1-888-361-7152
Corporate Office Hours: Monday - Friday 8:30AM - 5:30PM Central
www.payrtr.com



Legal Rights and Protections Under SCRA

"Acceptance" January 29, 2024 Sean E. Reef

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901-4043) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps, Space Force and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 % during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within one year after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders.
- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

How Does a Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <https://legalassistance.law.af.mil/>
- "Military OneSource" is the U. S. Department of Defense's information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to www.militaryonesource.mil/legal or call (800) 342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

NON-NEGOTIABLE NOTICE OF FAULT AND OPPORTUNITY TO CURE

Notice Date: Day: Fourteen Month: Two Year: 2024

Real Time Resolutions, Inc.
c/o Shauna Boedeker/ CFO/Treasurer
1349 Empire Central Drive, Suite 150
Dallas, TX 75247-4029

Certified Mail Tracking No.: 9414 8118 9956 4869 2951 25

In Reply To: Letter Dated 1/13/2024/Regarding Account Ending in 8641/Balance Due
\$131,337.12/Regarding RTR File Number: 0022278641/In Reference to Property: 6212 Mulan
Street, Corona, CA 92880

Greetings:

I hope this NON-NEGOTIABLE NOTICE OF FAULT AND OPPORTUNITY TO CURE finds
you in sound health and good stead.

I previously wrote and mailed to you my NON-NEGOTIABLE NOTICE OF CONDITIONAL
ACCEPTANCE (Hereinafter "Notice") via USPS Priority Mail Tracking number 9414 8118
9956 4894 1687 39 on Monday, January 29, 2024. Your Agent for Process of Service, CT
Corporation, received it on Thursday, February 1, 2024. A copy was also mailed to you, Real
Resolutions via USPS Regular Mail on January 29, 2024.

In my Notice I requested answers to questions. However, I have not received your adequate
response. As a result, you are in a status of fault. Your letter dated February 6, 2024 was
insufficient and deficient. You failed to answer my questions and provide the information
requested.

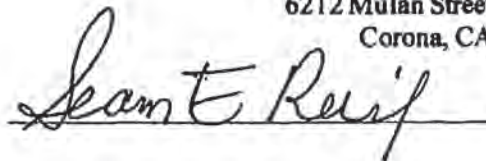
Due to your fault and according to the TERMS AND CONDITIONS of my Notice (contract),
you have agreed that no further balance is owed and that this commercial matter is settled and
closed. Furthermore, I do not argue the facts, jurisdiction, law or venue.

However, if it was not your intention to fault, I am granting you an opportunity to cure your fault
by providing you with an additional 10 (ten) calendar days from the date you receive this Notice
to respond and answer the questions in my Notice.

Should you fail to respond in writing within 10 (ten) calendar days of the date you receive this
NON-NEGOTIABLE NOTICE OF FAULT AND OPPORTUNITY TO CURE, I will assume
that the accounting for this commercial matter is settled and closed.

Attachment: NON-NEGOTIABLE NOTICE OF ADEQUATE ASSURANCE OF DUE
PERFORMANCE
NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID
NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID
REGARDING THE NOTE

Sincerely, and with explicit reservation
of all My rights,
without prejudice and without recourse
to any of My rights.
Sean E. Reid
6212 Mulan Street
Corona, CA



Cc: Real Time Resolutions | Cc: P.O. Box 36655 | Cc: Dallas | Cc: TX | Cc: 75235-1655

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**NON-NEGOTIABLE NOTICE OF ADEQUATE ASSURANCE OF DUE
PERFORMANCE**

Notice Date: Day: Fourteen Month: Two Year: 2024

**NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL. NOTICE TO THE PRINCIPAL IS
NOTICE TO THE AGENT.**

Principal(s)

From: Sean E. Reid
6212 Mulan Street
Corona, CA [92880]

Certified Mail Tracking No.:

9414 8118 9956 4869 2951 25

Respondent

To: Real Time Resolutions, Inc.
c/o Shauna Boedeker/ CFO/Treasurer
1349 Empire Central Drive, Suite 150
Dallas, TX 75247-4029

February 14, 2024

Re: Alleged Mortgage Number: 0022278641

Property Located at: 6212 Mulan Street. Corona, CA 92880

Dear Officers and/or Agents and/or Assigns for Alleged Lender;

The above reference mortgage debt obligation is disputed. On January 29, 2024, I sent a NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE via USPS Certified Mail. It was received by your Agent for Process of Service, CT Corporation on your behalf, on Thursday, February 1, 2024. The NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE was also sent to you to P.O. Box 36655, Dallas, TX on the same date, however, no one from your establishment has picked it up as of the date of this Notice. To date, you have failed to answer, address my Notice. Your letter dated February 6, 2024 it insufficient and fails to address my questions or provide the information requested. I am sending this NON-NEGOTIABLE NOTICE OF ADEQUATE ASSURANCE OF DUE PERFORMANCE with attached NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID, hereinafter referred to as "Notice," and the NON-NEGOTIABLE NOTICE OF SEAN E. REID REGARDING THE NOTE to obtain knowledge of the details of what the entire agreement is, and if you performed according to the agreement.

It has come to the attention of the Alleged Borrower, Sean E. Reid, hereinafter referred to as "Affiant," and "Alleged Borrower," after consulting a CPA and researching the United States Code, the corresponding Code of Federal Regulations, the Uniform Commercial Code, hereinafter referred to as "U.C.C.," and certain Federal Reserve Bank Publications, that there is reason to

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believe that the Alleged Lender (Respondent) is not the Holder in Due Course of Affiant's promissory note and/or may have breached the agreement concerned the above-referenced, alleged loan or loan of credit.

Since Affiant paid money in the form of a promissory note to the Alleged Lender to perform according to a loan agreement, the Affiant is now hereby requesting Adequate Assurance of Due Performance pursuant to U.C.C. Section 2-609 and the the Alleged Lender had performed according to the loan agreement and that the original lender used their own money to purchase Affiant's promissory note and did not accept Affiant's promissory note as money or like money to fund the check or similar instrument that the Alleged Lender then lent to Affiant – which would have an economic effect similar to stealing, counterfeiting and swindling – and that the Alleged Lender had followed the Federal Laws 12 USC Section 1831n(a)(2)(A) and/or 12 CFR 741.6(b) regarding Generally Accepted Accounting Principles and Generally Accepted Auditing Standards concerning this loan.

Affiant is hereby requesting that an authorized officer or agent of the Alleged Lender sign and return the Attached Non-Negotiable Notice of Affidavit of Sean E. Reid, within Fifteen (15) calendar days of the date of this Notice. This is the Affiant's good faith attempt to settle this matter and clear up any confusion about the terms of the loan agreement prior to an Administrative Hearing on the matter. Failure to respond will be deemed a dishonor of this Notice. The affidavits are evidence that may be used according to the Federal Rules of Evidence to prosecute or enforce any default by you in this matter. A Notary Public is prepared to issue a Certificate of Dishonor should this lead to a default in dishonor.

DEFAULT – Failure to timely respond pursuant to said Terms of Response or to specifically perform under the provisions of this administrative remedy or cure all commercial trespass will comprise a Default on this administrative remedy.

Upon Default of this Affidavit, the NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID, and the NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE will be deemed and utilized as a Cognovit, i.e. Confession of Judgment, Security Agreement. All pledged collateral will Attach after Fifteen (15) calendar days from the date of this NON-NEGOTIABLE NOTICE OF ASSURANCE OF DUE PERFORMANCE and NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID . Enforcement of the Claim/Security Interest becomes effective at this time. Also, in the event of Default, the Principle, listed above will insert and record this and other pertinent records notice of Default in the Public Record against the Respondent pursuant to California Constitution Article I and 1, 3,19, 24,26, 28(b), Article II Section 1, California Civil Code Section 22.2, California Civil Procedure Section 437(c) and California Penal Code Section 9.

As an operation of Law, a Default will comprise your agreement, consent and confession to all of the terms, statements and facts herein and herewith, and all inclusions and indorsements, front and back annexed hereto.

STATUTE STAPLE – Upon certification of your Default, you agree that this Contract is Self-Adjudicating upon your Default and Agreement. All liabilities are subject to immediate execution against Respondent.

ADMINISTRATIVE JUDGMENT – Agreement to Estoppel. Default will also comprise your consent, agreement and confession to the issuance of a Claim (Judgment) certifying your agreement with all terms, statements, facts and provision herein. The terms of this agreement may be used to reduce the Claim to Judgment without any contest or controversy by Respondent. (Trespass amounts will be applied if representation is obtained to impair this Contract)

ESTOPPEL BY ACQUIESCENCE

Your Default will comprise your agreement that all issues pertaining to this Contract are deemed settled and closed res judicata, stare decisis and collateral Estoppel, and as a result, Judgment by Estoppel.

A Judge cannot interfere with, tamper with, or in any way modify testimony without rendering incredible the truth seeking process in his sacred profession and destroying the fabric of his own occupation, thereby committing professional suicide. Any judge who tampers with testimony, deposition or Affidavit is a threat to the commercial peace and dignity of the State AND United States, in in Violation of the Supreme Laws of the Land, acting in the Nature of a Foreign Enemy, and is justifiably subject to the penalties of Treason.

WAIVER OF RIGHTS – Your Default will comprise your consent, agreement and confession to surrender all interest in the collateral, the collateral located at waive any and all rights to raise a Claim for 6212 Mulan Street, Corona, CA 92880, controversy, appeal, object to, or controvert administratively or judicially any of the terms and provisions of this Contract or the estoppels. Upon Default, you and your agents may not argue, controvert or protest the finality of the administrative findings to which you have agreed unless such Waiver of Rights which follows is declined in Writing. Any such agreement or controversy will comprise your confession to Perjury.

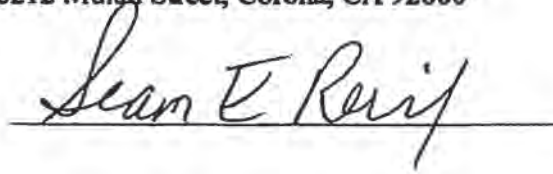
CERTIFICATION AND RECORDING OF NON-PERFORMANCE FOR EVIDENTIARY PURPOSES.

For Your protection, Non-Performance will be certified and recorded in the public record as evidence that Affiant has exhausted all Administrative Remedies and that Respondent has agreed to waive all rights to raise a controversy or claim immunity from collection proceedings, having declined the opportunity to respond/plead.

Sincerely and with all explicit reservation of all My rights,
without prejudice and without recourse.

Sean E. Reid

6212 Mulan Street, Corona, CA 92880

A handwritten signature in cursive script, reading "Sean E. Reid", is written over a horizontal line.

Attachments: Non-Negotiable Notice of Affidavit of Sean E. Reid
Non-Negotiable Notice of Affidavit of Sean E. Reid Regarding the
Note

Cc: Real Time Resolutions | Cc: P.O. Box 36655 | Cc. Dallas| Cc. TX| Cc: 75235-1655

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NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID

The undersigned Affiant, Sean E. Reid, being duly sworn on oath, deposes and says:

That she understands that an exchange is not a loan. Real Time Resolutions, as alleged Assignee for the original lender, Greenpoint Mortgage Funding, Inc., hereinafter referred to as "Real Time," and "Alleged Lender," claims that they lent their money to me. Alleged Lender claimed to me that the Alleged Lender could charge interest as compensation for lending me the Alleged Lender's money. Financial institution's CPA audit opinions claim that financial institutions involved in issuing Alleged Lender loans or lines of credit follow Generally Accepted Accounting Principles, otherwise known as GAAP. There is a dispute regarding who loaned what to whom regarding the Alleged Loan. The Alleged Lender claims that they lent me their money. The Alleged Lender claims that the Alleged Lender has loan papers with Affiant's name on it as evidence of the mortgage debt obligation. The bookkeeping entries show the opposite and that Affiant was the lender and that the Alleged Lender was the Borrower: According to GAAP, this is what happened: the Alleged Lender and financial institution involved in the alleged loan never lent one cent to Affiant as adequate consideration to purchase Affiant's promissory note. Affiant first became the lender to the Alleged Lender and the Alleged Lender was the borrower. According to GAAP, the bank recorded the promissory note as a bank asset offset by a bank liability. The promissory note was recorded as a bank asset in exchange for credits in the Affiant's transaction account or to give value to a check or similar instrument. The matching principle in GAAP requires that there be a matching liability offsetting the promissory note recorded as an asset and that the liability shows that the Bank/Alleged Lender owes the Alleged Borrower money for the promissory note that was lent to the Bank or Alleged Lender. The promissory note was deposited in a similar manner as cash is deposited into a checking account. Depositing cash or a promissory note into a checking account or a transaction account is the same or similar to loaning the Alleged Lender the cash or promissory note. According to GAAP, the promissory note was deposited as a bank asset offset by a bank liability with the bank liability showing that the Alleged Lender owed Affiant money for the promissory note that was received from Affiant and deposited. When the Bank deposited the promissory note and credited Affiant's transaction account, the Alleged Lender, the who who claimed they own the promissory note, recorded a loan from Affiant to the Alleged Lender, making Affiant the Lender and the Alleged Lender the Borrower. The Alleged Lender returned the equivalent in equal value of the loan to Affiant, Sean E. Reid, the Lender per GAAP. When the money was repaid to Affiant, the true Lender per GAAP, the Alleged Lender claimed that the repaid money was a loan to Borrowers named Sean E. Reid, and ignored the bookkeeping entries which proved the money trail of who lent what to whom. The Alleged Lender claimed to be the Lender using the promissory note to claim they lent money to Affiant but GAAP shows that the opposite happened. They Alleged Lender did the opposite of what Affiant, Sean E. Reid understood and believed was to happen, creating an economic effect similar to stealing, counterfeiting and swindling against Affiant, Sean E. Reid.

The cost and risk of the agreement changed. For example, if the true lender lent \$100,000.00 to a borrower and the borrower repays the loan, there is equal protection under the law and agreement.

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There is no economic effect similar to stealing, counterfeiting and stealing and swindling. If the alleged lender steals \$100,000.00 from the borrower and returns the \$100,000.00 to the borrower as a loan, the cost and risk changes and the economics of the alleged loan is similar to stealing and swindling.

Signed under PENALTY of PERJURY.

Sean E Reid
Sean E. Reid

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On February 14, 2024, before me, Patricia Renea Sylve, Notary, personally appeared Sean Eugene Reid, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Patricia Renea Sylve
Signature



(Seal)

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Principal

Sean E. Reid
6212 Mulan Street
Corona, CA [92880]

Certified Mail Tracking Number: 9414 8118 9956 4869 2951 25

Respondent(s)

To: c/o Shauna Boedeker/ CFO/Treasurer
1349 Empire Central Drive, Suite 150
Dallas, TX 75247

February 14, 2024

**NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID REGARDING THE
NOTE**

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL. NOTICE OT THE PRINCIPAL IS NOTICE TO THE AGENT.

I, Sean E. Reid, hereinafter referred to as "Alleged Borrower" and "Affiant," understand that an exchange is not a loan. Real Time Resolutions, agent for RRA CP OPPORTUNITY TRUST 1, as Assignee for the original lender, Greenpoint Mortgage Funding, Inc, hereinafter referred to as "Real Time" and "Alleged Lender," claimed that they lent their money to me. Alleged lender claimed to me that they would charge interest as compensation for lending me their own money. Financial institution's CPA audit opinions claim that financial institutions involved in issuing alleged loans or loans follow Generally Accepted Accounting Principles, GAAP. There is a dispute regarding who loaned what to whom regarding the alleged loan. Alleged Lender claimed that they lent me their money. Alleged Lender claimed that the alleged lender had loan papers with Affiant's name on it as evidence of the debt. The bookkeeping entries show the opposite, and that Affiant was the lender and that Alleged Lender was the borrower. The undersigned Affiant, being duly sworn on oath, do solemnly swear, declare, depose and says:

1. THAT I am competent to state to the matters set forth herein.
2. THAT I have personal knowledge of the facts stated herein.
3. THAT all the facts stated herein are true, correct, and certain, admissible as evidence, and if called upon a witness, I will testify to their veracity.
4. THAT Affiant are/is/was the owner and/or purchaser of real property (hereinafter referred to as "Subject Property") and more particularly described as:

LOT 36 OF TRACT NO. 28880, AS SHOWN ON THE SUBDIVISION MAP
RECORDED ON DECEMBER 23, 2004 IN BOOK 370, AT PAGES 85 TO 89
INCLUSIVE OF MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY
RECORDER.
5. **Possession of NOTE.** Alleged Lender has failed to produce to the record proof it is/was in lawful possession of the original unaltered NOTE, dated, May 21, 2007 and which promises to pay the sum of \$62,800.00 to Greenpoint Mortgage Funding, Inc.

6. **"Borrower."** Sean Eugene Reid is named as "Borrower" on the above - described NOTE.
7. **"Borrow" defined.** The Affiant observes that the Merriam Webster dictionary defines the word "Borrow" as: "to receive with the implied or expressed intention of returning the same or an equivalent."
8. **Alleged loan already received.** The Affiant observes that, with the language, "...in return for a loan that I have received..." the above-described NOTE unequivocally asserts that the alleged Borrower had already received the alleged "loan" as of the date the NOTE was signed.
9. **NOTE is not a loan.** The Affiant concludes that since the above-described NOTE asserts that the referenced loan had occurred before the NOTE was signed the above-described NOTE cannot possibly be the loan. As per the language in the NOTE, the NOTE and the alleged loan are two distinctly different items.
10. **Definition of deposit.** The Affiant observes that in 12 U.S.C. §1813 a deposit is defined as: "...the **unpaid balance of money or its equivalent received or held by a bank ... for which it ... is obligated to give credit, ... in exchange ... for a promissory note** upon which the person obtaining any such credit or instrument is ... liable..." (my emphasis). Affiant observes that "an exchange" is not a "loan."
11. **Liability of Bank.** As expert witness Walker Todd, Esq., of the Federal Reserve Bank stated: "When a bank accepts bullion, coin, currency, checks, drafts, **promissory notes**, or any other similar instruments from customers and deposits or records the instruments as assets, it **must record offsetting liabilities that match the assets that it accepted from customers. The liabilities represent the amounts that the bank owes the customers, funds accepted from customers.**" (my emphasis). (*BANK ONE, N.A., v. Harshavardhan and Pratima Dave*, Oakland County, MI case #03-047448-CZ).
12. **No loan received.** The Affiant observes that in its book *Modern Money Mechanics* page 6 the Federal Reserve Bank admits that "Loans (assets) and deposits (liabilities) **both rise**" by the amount of the deposited note. Thus, Borrowers' deposited note is a liability of the "lender" owed to the "Borrowers." Thus, the "Borrowers" were not the recipients of any loan proceeds or loan disbursement in any form and, in spite of an intense search of all pertinent records, the Affiant was able to find no loan disbursement instructions or loan disbursement confirmation or receipt of said loan in any form whatsoever. In light of the lack of evidence that a loan was received by "Borrowers," the Affiant observes that, in spite of the fact that the NOTE asserts that the "Borrowers" had already received a loan as of the date the above-described NOTE was signed, the "Borrowers" had not, in fact, received said loan.
13. **NOTE not evidence of a loan.** The Affiant concludes that since the above-described NOTE states that the referenced loan was an event that allegedly had already occurred at some unspecified date in the past, prior to the date the above-described NOTE was signed, the above-described NOTE cannot be relied upon as evidence that "a loan" was, in fact, received, especially since the above-described NOTE merely asserts that a loan "was

received" by the "Borrowers," but provides no evidence that a loan disbursement ever occurred.

14. **"Lender" created and promulgated false assumptions.** The Affiant concludes that, as of the date the above-described NOTE was signed, along with other "mortgage" documents, including the accompanying security instrument, the "Borrowers" were deceived into believing the following false assumptions: a. A loan was being provided to the "Borrowers" by a "lender," b. Said loan had not yet been provided to the "Borrowers" by the time the NOTE was signed, c. The above-described NOTE is the said loan and said loan commenced on the date the NOTE was signed, and d. The NOTE would not be used for any purpose other than executing and commemorating a loan agreement.
15. **12 Section 1831n(a)(2)(A).** That Affiant concludes that, as of the date the above-described NOTE was signed, along with other "mortgage" documents, including the accompanying security instrument, the "Alleged Lender," failed to follow the Federal Laws 12 USC Section 1831n(a)(2)(A) regarding Generally Accepted Accounting Principles and Generally Accepted Auditing Standards concerning this loan.

Terms of Response

Any rebuttal shall be mailed to the undersigned **and** the Notary Acceptor Patricia Renea Sylve at the address of 12142 Central Avenue, #191, Chino, CA 91710 within fifteen (15) calendar days from the date of this Affidavit. The address for Principal is 6212 Mulan Street, Corona, CA 92880. When a rebuttal is not received by **both** the Affiant and the Notary within 10 calendar days **this entire Affidavit and default provisions shall be deemed true and correct.**

16. **Conclusions.** As a result of many hours of research and careful examination of what documentation is in the possession of the Affiant, the Affiant concludes the following:
 - a. A loan had not been provided to the "Borrowers" and had not been received by the "Borrowers" as of the date the NOTE was signed,
 - b. The author of the NOTE falsely and deceptively stated that the "Borrowers" had received a loan when, in fact, no loan had been received by the "Borrowers,"
 - c. The only thing that commenced on the date the NOTE was signed was the execution of the NOTE wherein a promise of a payment was made,
 - d. The NOTE was converted into a tradeable security as it was the subject of transmittal or reference, in exchange for which, the "lender," whose name appears on the NOTE and mortgage (or the trustee named as the nominal title holder, taking title pursuant to the trust agreement with the "lender"), received both full payment of the entire principal of the NOTE and a premium of approximately 2.5% of the entire loan balance. Consequently, it appears that (1) the note has been satisfied in full by third-party payment, (2) no assignment or sale of the actual instruments occurred on record, nor was the same disclosed, and (3) the transfer of certain rights prior to, or contemporaneous with the alleged "closing" of this "loan" transaction, negated any interest in the transaction by the "lender" and thus voided any authority of the lender to enter into any agreement with a Trustee, who therefore holds title solely in constructive trust for the "Borrowers." Further, a transfer of rights has

occurred, which involved the guarantee of revenue and payments that were not provided in the NOTE. Since the NOTE is a negotiable instrument under the Uniform Commercial Code, and represents a source of passive income, it constitutes the issuance of security without compliance with the applicable State and Federal securities law. Essentially, the "Borrowers" signed documents which the "Borrowers" believed to be a standard mortgage, loan, and NOTE with the standard relationships between "Borrowers" and lender. Instead, the records of the Affiant indicate that the "Borrowers" were deceived into issuing a security.

17. **No loan, no obligation.** Notwithstanding the fact that the Affiant has made a due and diligent search for documentary evidence that a loan was provided to the "Borrowers," the Affiant finds that no such evidence exists and never did. There is no loan and there never was any actual loan. Assigned NOTE was presented, the entire obligation of which was almost immediately satisfied by an unidentified third party, and for which no notification or disclosures were made to the "Borrower." This process clearly involved several instances of fraud. Since there is no actual loan, and since the obligation referred to in the NOTE was completely satisfied, there was no, and there is no, ongoing financial obligation. The "Borrower" has, therefore, been defrauded out of thousands of dollars since the NOTE was signed and satisfied shortly thereafter.
18. **Warranty.** Under penalty of perjury, the Affiant warrants and represents that the foregoing facts and conclusions are true, accurate and correct.
19. **Failure to correct is evidence of the reliability of facts and conclusions.** The Affiant calls upon any interested party who professes to be in a position to know, first-hand, that any fact and/or conclusion presented herein is not true and/or accurate and/or correct, to provide the Affiant with a detailed, written, valid correction of each fact and/or conclusion herein that is not true and/or accurate and/or correct. Failure to do so will be used by the Affiant as evidence that the facts and conclusions presented herein are, in fact, true, accurate, and correct.
20. **Administrative Judgment.** Agreement to Estoppel. Default will also comprise your consent, agreement and confession to the issuance of a Claim (Judgment) certifying your agreement with all terms, statements, facts and provision herein. The terms of this agreement may be used to reduce the Claim to Judgment without any contest or controversy by Respondent. (Trespass amounts will be applied if representation is obtained to impair this Contract)
21. **Estoppel By Acquiescence.** Your Default will comprise your agreement that all issues pertaining to this Contract are deemed settled and closed res judicata, stare decisis and collateral Estoppel, and as a result, Judgment by Estoppel.

You agree and consent that a Judge cannot interfere with, tamper with, or in any way modify testimony without rendering incredible the truth seeking process in his sacred profession and destroying the fabric of his own occupation, thereby committing professional suicide. Any judge who tampers with testimony, deposition or Affidavit is a threat to the commercial peace and dignity of the State AND United States, in in Violation of the Supreme Laws of the Land, acting in the Nature of a Foreign Enemy, and is justifiably subject to the penalties of Treason.

22. **Waiver of Rights.** You agree and consent that your Default will comprise your consent, agreement and confession to surrender all interest in the collateral, the collateral located at waive any and all rights to raise a claim for 6212 Mulan Street, Corona, CA 92880 controversy, appeal, object to, or controvert administratively or judicially any of the terms and provisions of this Contract or the estoppels. Upon Default, you and your agents may not argue, controvert or protest the finality of the administrative findings to which you have agreed unless such Waiver of Rights which follows is declined in Writing. Any such agreement or controversy will comprise your confession to Perjury.
23. **Certification and Recording of Non-Performance for Evidentiary Purposes.** You consent and agree for your protection, Non-Performance will be certified and recorded in public record as evidence that Affiant has exhausted all Administrative Remedies and that Respondent(s) has/have agreed to waive all rights to raise a controversy or claim immunity from collection proceedings, having declined the opportunity to plead.

FURTHER AFFIANT SAITH NOT.


Sean E. Reid

Cc: Real Time Resolutions | Cc: P.O. Box 36655 | Cc. Dallas| Cc. TX| Cc: 75235-1655

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On February 14, 2024, before me, Patricia Renea Sylve, Notary, personally appeared Sean Eugene Reid, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~~~/she~~~~/they~~ executed the same in ~~his~~~~/her~~~~/their~~ authorized capacity~~(ies)~~, and that by ~~his~~~~/her~~~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Patricia Renea Sylve (Seal)
Signature



B2678-5269 04/22/2024 1:31 PM Received by California Secretary of State

**NON-NEGOTIABLE NOTICE OF DEFAULT IN DISHONOR AND
ESTOPPEL**

Notice Date: Day: Four Month: Three Year: 2024

Notice to the Agent is Notice to the Principal. Notice to the Principal is Notice to the Agent.

Real Time Resolutions, Inc.
c/o Shauna Boedeker/ CFO/Treasurer
1349 Empire Central Drive, Suite 150
Dallas, TX 75247-4029

In Reply To: NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE

Greetings. I hope this NON-NEGOTIABLE NOTICE OF DEFAULT IN DISHONOR AND ESTOPPEL (Hereinafter "Notice") finds you in sound health and good stead.

This Notice is the result of the following instruments tendered to you:

1. NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE on Thursday, February 1, 2024, at 8:11 a.m. via U.S.P.S. Certified Mail Tracking Number 9414 8118 9956 4894 1687 39 addressed to CT Corporation, agent for process of service for Real Time Resolutions, Inc. CT Corporation is located at 330 Brand Avenue, Suite 700, Glendale, CA 91203. The NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE was sent to Real Time Resolutions, Inc. on January 29, 2024, via U.S.P.S. Certified Mail Tracking Number 9414 8118 9956 4894 1643 73. To date there has been no delivery. An additional copy was sent to Real Time Resolutions, Inc. via U.S.P.S. Regular Mail to Real Time Resolutions, Inc. P.O. Box 3655, Dallas, TX 75235.
2. NON-NEGOTIABLE NOTICE OF FAULT AND OPPORTUNITY TO CURE, NON-NEGOTIABLE NOTICE OF ADEQUATE ASSURANCE OF DUE PERFORMANCE, NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID, and NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID REGARDING THE NOTE on Tuesday, February 20, 2024, via U.S.P.S. Certified Mail Number 9414 8118 9956 4869 2951 25 addressed to Real Time Resolutions, Inc. c/o Shauna Boedeker/CFO, located at 1349 Empire Central Drive, Suite 150, Dallas, TX 75247. A copy was also mailed to Real Time Resolutions, Inc. via U.S.P.S. via Regular Mail located at P.O. Box 36655, Dallas, TX 75235. Per U.S.P.S. records all items show as delivered, received and signed for by you or by your agent at your addresses referenced above, except as noted.

For your failure, refusal, or neglect to honor my replies to your offer you are in Default and Dishonor. Pursuant to U.C.C. §3-504(1) and the Manual Commercial Law, Acceptance is a legal form of payment. It is my right to exercise this remedy afforded by the Federal Government and with your agency. (U.S. Title 50 Section 4305(b)(2))

Your letter dated February 26, 2024, is insufficient and inadequate. You have, once again, failed to answer my questions and/or provide the information requested. As a result of your Default and Dishonor you have acquiesced, and you have tacitly agreed with all TERMS AND CONDITIONS of my NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE. I do not argue the facts, jurisdiction, law or venue.

Therefore, in regard to my NON-NEGOTIABLE CONDITIONAL LETTER OF ACCEPTANCE, NON-NEGOTIABLE NOTICE OF FAULT AND OPPORTUNITY TO CURE, NON-NEGOTIABLE NOTICE OF ADEQUATE ASSURANCE OF DUE PERFORMANCE, NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID, and NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID REGARDING THE NOTE, I owe nothing, the Note and Deed of Trust were void at its inception and this commercial matter is settled and closed.

Further, you are estopped for your failure to respond and comply according to the TERMS AND CONDITIONS of my NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE. As such, please send me a satisfaction and release of lien and/or a reconveyance forthwith.

I consider this commercial matter settled and closed. Please remove any negative reporting from any and all credit reporting bureaus.

Sincerely, and with explicit reservation
of all My rights,
without prejudice and without recourse
to any of My rights.
Sean E. Reid
6212 Mulan Street
Corona, CA



Attachment(s): AFFIDAVIT OF SEAN E. REID

Cc: Real Time Resolutions | Cc: P.O. Box 36655 | Cc: Dallas| Cc: TX| Cc: 75235-1655

AFFIDAVIT OF SEAN E. REID

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN BERNARDINO)

**Notice to the Agent is Notice to the Principal. Notice to the Principal is Notice to the Agent.
(Silence is Acquiescence)**

Principal

Sean E. Reid
c/o Patricia R. Sylve, Notary Public
12142 Central Avenue, #191, Chino [91710]
California

Respondent

Real Time Resolutions, Inc.
c/o Shauna Boedeker/ CFO/Treasurer
1349 Empire Central Drive, Suite 150
Dallas, TX 75247-4029

Re: Loan Number 0022278641
Property Address: 6212 Mulan Street, Corona, CA 92880

Re: Concealment and Dishonesty

March 1, 2024

The undersigned, Sean E. Reid, hereinafter "Affiant" does herewith assert and declare on Affiant's unlimited liability that Affiant issues this AFFIDAVIT OF SEAN E. REID with sincere intent, that Affiant is competent to testify and state the matters set forth herein and is willing to testify with firsthand knowledge, all contents herein are true, correct, and complete in accordance with Affiant's knowledge, understanding, and intent. Affiant is of sound mind, and over the age of twenty-one. Affiant reserves all rights. Affiant being unschooled in law, and who has no bar attorney, without an attorney, and having never been represented by an attorney, and does not waive counsel, knowingly and willingly Declares and duly affirms:

1. Affiant is not a legal entity nor any other form of juristic or artificial person.
2. **Real Time Resolutions**, hereinafter referred to as "**RTR**," and/or **RRA CP OPPORTUNITY TRUST 1**, hereinafter referred to as "**RRA**" as Assignee for **GREENPOINT MORTGAGE FUNDING, INC.**, who originated the Note and Deed of Trust, is engaged in the business of taking deposits making loans.

3. Affiant, regarding the absolute and legal estate, is the legal and absolute owner, maker, or issuer of the estate and any asset(s) or property(ies) regarding the absolute estate and Affiant has never assigned, transferred, nominated any of Affiant's right, title, or interest to **RTR and/or RRA**. The property involved is described as: a single-family residence located at 6212 Mulan Street, Corona, CA 92880. Legally described as Lot 36 of Tract No. 28880, as shown on the subdivision Map recorded on December 23, 2004 in Book 370, at Pages 85 to 89 inclusive of Maps, in the Office of the Riverside County Recorder. APN: 164-462-001-6.
4. Affiant has no knowledge of nor has **RTR and/or RRA** ever revealed or disclosed to Affiant any trust relationship or creation of any trust with **RTR and/or RRA** or any other(s) regarding alleged account #0022278641 or the Deed of Trust regarding the same.
5. It was never Affiant's intent to agree or consent to any trust relationship or creation of trust between **RTR and/or RRA** and Affiant.
6. Affiant never knew of nor agreed nor consented to **RTR and/or RRA** or any others granting authority and becoming a trustee, agent, or having agency over any of Affiant's property.
7. Affiant understood Affiant was obtaining **RTR and/or RRA's** capital and not obtaining credit or a line of credit nor an open end nor closed end of any form of credit.
8. **RTR and/or RRA** advanced money or property inducing Affiant into believing said advancement was from **RTR and/or RRA's** funds when in fact was credit.
9. Affiant was induced by **RTR and/or RRA** into believing **RTR and/or RRA's** capital was the only funding source of the alleged transaction.
10. **RTR and/or RRA** actions to date prevent full disclosure to Affiant denying Affiant an opportunity to make a fully informed decision with regard to this alleged transaction.
11. **RTR and/or RRA** never disclosed any documented fact that **RTR and/or RRA** purchased Affiant's alleged obligation thereby allegedly obligating Affiant to **RTR and/or RRA**.
12. **RTR and/or RRA** induced Affiant into believing **RTR and/or RRA's** capital was the sole source of funding regarding alleged account #0022278641.
13. **RTR and/or RRA** is knowingly and willfully engaging in the collection of an extension of credit while inducing Affiant into believing Affiant is repaying **RTR and/or RRA's** own capital.
14. **RTR and/or RRA** did not follow Generally Accepted Accounting Principles otherwise known as "GAAP."
15. According to the terms and conditions of the alleged loan, GAAP was to be followed, including the matching principle as outlined in GAAP. **RTR and/or RRA** failed to follow 12 USC 1831n(2)(A).
16. **RTR and/or RRA** are using extortionate enforcement of payment without clear and full disclosure of foundation to Affiant.

17. **RTR and/or RRA** are intentionally concealing and withholding material facts regarding any trust or the creation of any trust in re alleged Deed of Trust connected to alleged account #0022278641.
18. **RTR and/or RRA** is intentionally concealing and withholding material facts in re any trustee or beneficiary, designated, nominated, appointed, or assigned by Affiant.
19. **RTR and/or RRA** are willfully withholding or concealing full disclosure of all material facts to Affiant.
20. **RTR and/or RRA** is using undue influence upon Affiant to retain domination over the Affiant's will to obtain the rights and property of Affiant without Affiant's complete knowledge and intentional consent or agreement.
21. **RTR and/or RRA's** action(s) exceed persuasion under duress by restraining and injuring Affiant's will, property, and rights without the consent, agreement and knowledge of Affiant.

Any man or woman having firsthand knowledge of all the facts asserted herein and having absolute power and authority to rebut this affidavit must rebut each and every point separately with the rebutting party's own signature and endorsement notarized, under the penalty of perjury and willing to testify, and executed as true, correct, and complete with positive proof attached. Absent positive proof any rebuttal shall be deemed null and void having no force or effect, thereby waiving any of **RTR and/or RRA's** immunities or defenses.

Terms of Response

Any rebuttal shall be mailed to the undersigned and the Notary Acceptor Patricia Renea Sylve at the address of 12142 Central Avenue, #191, Chino, CA 91710 within ten (10) calendar days of receipt of this affidavit. Principal's address is 6212 Mulan Street, Corona, CA 92880.

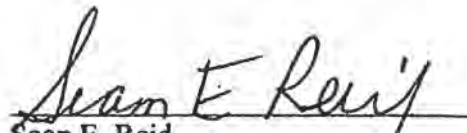
When a rebuttal is not received by both the Affiant and the Notary within ten (10) calendar days upon receipt, this entire Affidavit and default provisions shall be deemed true and correct.

RTR and/or RRA further agrees and consents to this administrative notice and default under this affidavit as clear and convincing evidence and proof of the facts asserted herein:

1. **RTR and/or RRA** agree to a Satisfaction of release or a Reconveyance.
2. **RTR and/or RRA** agree to set aside any Note and Deed of Trust.
3. **RTR and/or RRA** agree that each point in this affidavit shall constitute a single claim against **RTR and/or RRA's** bond(s) for each point not directly rebutted by **RTR and/or RRA**.
4. **RTR and/or RRA** agrees to release any information, rather private or otherwise, to Affiant about any of **RTR and/or RRA's** or **RTR and/or RRA's** agents or representatives Employee Dishonesty Bond, Directors and Officers Policy Bond, or any other liability bond(s), including the insurance or bond company name,

- bond company information, bond enforcement information, or any other of **RTR and/or RRA's** bond information Affiant requests.
5. **RTR and/or RRA** hereby obligates and guarantees **RTR and/or RRA's** bond(s) to secure the performance of non rebuttal of this affidavit to Affiant for any unfaithful performance of fiduciary duties, financial loss, or damages sustained by Affiant in connection to any breach of contract or this affidavit. Any amount is not limited by the value of any property or costs incurred by Affiant in seeking remedy for **RTR and/or RRA's** breach.
 6. **RTR and/or RRA** shall further agree that once or if **RTR and/or RRA's** bond(s) expire, terminate or do not equal the total amount due Affiant, **RTR and/or RRA's** President, Directors, and any of **RTR and/or RRA's** agents and representatives shall become individually liable for any difference due Affiant.
 7. **RTR and/or RRA** obligates and guarantees **RTR and/or RRA's** current or future bond(s) to discharge any allegations against Affiant.
 8. **RTR and/or RRA** immediately grants to Affiant the unconditional right of rescission regarding alleged account #0022278641 and any security interest attached thereto.
 9. **RTR and/or RRA** agree to the filing of a UCC-3 deleting the alleged Deed of Trust in any public record.
 10. **RTR and/or RRA** agree to the filing of a UCC-5 Correction in any public registry to correct the inaccurate, unlawful, or illegal Deed of Trust in any public record.
 11. **RTR and/or RRA** agree this affidavit shall be used as first party evidence or positive proof in any remedy sought by Affiant.
 12. **RTR and/or RRA** shall return any money or property of Affiant including but not limited to any original documentation, including but not limited by, any Notes, securities, assets, applications, transfers, blotters, book entries, assignments, and security interests to Affiant's address stated herein.
 13. **RTR and/or RRA** waive all rights to adjudicate the alleged agreement referenced herein.
 14. **RTR and/or RRA's** president and any directors waive all immunities regarding any future actions sought by Affiant.
 15. **RTR and/or RRA** shall immediately terminate any security interest and certify to Affiant the termination within ten (10) calendar days upon receipt.
 16. **RTR and/or RRA** is barred from any alleged right, title, or interest in any alleged account, note, monetary instrument, asset, or Deed of Trust regarding Affiant.
 17. Any alleged trustee, or successor of **RTR and/or RRA** is hereinafter completely removed and disqualified as trustee, agent, or successor by Affiant.
 18. **RTR and/or RRA** and any of **RTR and/or RRA's** assigns or nominees are estopped henceforth from any action against any of Affiant's rights or property.
 19. **RTR and/or RRA** abandon all rights of entry, possession, judgment, assignment or notice regarding Affiant or Affiant's property.
 20. **RTR and/or RRA** abandon the right of any alleged waiver or estoppel.
 21. **RTR and/or RRA** hereinafter discharges any alleged Deed of Trust and any alleged debt.

22. **RTR and/or RRA** agree that **RTR and/or RRA** is in violation of the Statute of Frauds.
23. All relationships between **RTR and/or RRA** and Affiant are null and void.
24. **RTR and/or RRA** hereby admit to causing Affiant to enter an alleged agreement under mistake.
25. The alleged Deed of Trust stating GREENPOINT MORTGAGE FUNDING INC. as "Lender: recorded May 25, 2007 as Instrument No. 2007-0348537 and filed in any public record in Riverside County, California is a result of the aforementioned mistake and therefore is null and void.
26. **RTR and/or RRA** agrees that Affiant is the absolute legal and lawful titleholder of Affiants property referenced herein.
27. **RTR and/or RRA** agree that Affiant is a victim of Larceny and unlawful conversion by **RTR and/or RRA**.
28. **RTR and/or RRA** agree that **RTR and/or RRA** filed simulated process in the public record.
29. **RTR and/or RRA** agree that **RTR and/or RRA** breached Trust of Realty regarding Affiant.
30. **RTR and/or RRA** agree and consent to Injunctive relief for Affiant.
31. **RTR and/or RRA** agree and consent to give possession back to Affiant.
32. **RTR and/or RRA** agrees that **RTR and/or RRA** has breached any express trust by disloyalty.
33. **RTR and/or RRA** agrees that **RTR and/or RRA** has breached the oral trust relationship with Affiant.
34. **RTR and/or RRA** agrees that **RTR and/or RRA** has employed the extortionate extension of credit regarding Affiant.
35. **RTR and/or RRA** agrees that **RTR and/or RRA** is hereby removed and disqualified as trustee(s) pursuant to:
 - a. Conflict of interest
 - b. Concealment
 - c. Breach of fiduciary responsibility(ies).
 - d. Fraud.
36. **RTR and/or RRA** agree to pay Affiant the amount equal to the amount of the Note upon failure to rebut this Affidavit point-by-point within fifteen (10) calendar days of a Certificate of Dishonor and Non-Response issued by the Notary Public.


Sean E. Reid
All Rights Reserved, U.C.C § 1-308

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

Jurat

Subscribed and sworn to (or affirmed) before me on this 1st day of March, 2024,
by Sean E. Reid, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Notary Printed Name: Patricia Renea Sylve

By Patricia Renea Sylve

My commission expires on April 25, 2026



(Seal)

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PROOF OF SERVICE

One, Trina Patterson, a living breathing woman, does hereby swear and affirm on One's own unlimited commercial liability, that true, correct and complete copies of NON-NEGOTIABLE DEFAULT IN DISHONOR AND ESTOPPEL and AFFIDAVIT OF SEAN E. REID has been served this date March 4, 2024 addressed as follows:

Real Time Resolutions, Inc.
c/o Shauna Boedeker/ CFO/Treasurer
1349 Empire Central Drive, Suite 150
Dallas, TX 75247-4029
Via Certified Mail Tracking No. 9414 8118 9956 4854 5538 96

Real Time Resolutions, Inc.
P.O. Box 36655
Dallas, TX 75235-1655
Via Regular Mail

By: 
Trina Patterson

NOTICE OF PROTEST AND OPPORTUNITY TO CURE

Notice to the Agent is Notice to the Principal. Notice to the Principal is Notice to the Agent.

March 19, 2024

Real Time Resolutions, Inc.
c/o Shauna Boedeker/ CFO/Treasurer
1349 Empire Central Drive, Suite 150
Dallas, TX 75247-4029

To Whom It May Concern,

On March 4, 2024, you and/or your office received from Sean E. Reid a NON-NEGOTIABLE NOTICE OF DEFAULT IN DISHONOR AND ESTOPPEL along with an AFFIDAVIT OF SEAN E. REID regarding the presentment for his NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE sent to you on January 29, 2024, and received by you on February 1, 2024. You have failed to accept or perform after receiving the presentment from SEAN E. REID on account number 0022278641.

You are in default and have already **stipulated** to the terms of Sean E. Reid's January 29, 2024, presentment through your dishonor. Not only did you fail to properly respond, but you also failed to rebut the Affidavit of Sean E. Reid Re: Concealment and Dishonesty, Affidavit of Sean E. Reid Regarding the Note, and Non-Negotiable Affidavit of Sean E. Reid point-by-point. An un rebutted affidavit stands as Truth in Commerce.

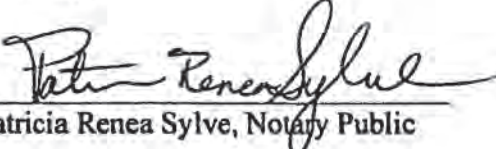
You have the right, once again, to cure this default and perform according to said terms within ten (10) calendar days from the postmark of this Notice. Failure to respond to this letter will be taken as an administrative default as per the Administrative Procedures Act, as well as the Uniform Commercial Code. Should you fail to cure the default, I will issue a NOTARY CERTIFICATE OF DISHONOR AND NON-RESPONSE pursuant to California Commercial Code § 3-505 and Uniform Commercial Code § 3-505.

Whereupon I, the said notary public, at the request of the aforesaid did protest, and by these presentments do solemnly protest against the drawee, beneficiaries, and all parties whom it may concern, for exchange, re-exchange, and all costs, damages, and interest already incurred, or hereafter incurred, by reason of the non-acceptance thereof. And I, the said notary, do hereby certify, that I caused this Notice to be deposited, postage-paid in the post office this NOTICE OF PROTEST AND OPPORTUNITY TO CURE with a copy of presentment, and Affidavit of Sean E. Reid in Support of Notarial Protest directed to the parties to be charged as follows:

Real Time Resolutions, Inc.
c/o Shauna Boedeker/ CFO/Treasurer
1349 Empire Central Drive, Suite 150
Dallas, TX 75247-4029

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed my seal of office.

Sincerely,


Patricia Renea Sylve, Notary Public



(Seal)

My Commission Expires: April 25, 2026

Patricia R. Sylve
12142 Central Avenue, #191
Chino, CA 91710

B2678-5280 04/22/2024 1:31 PM Received by California Secretary of State

STATE OF CALIFORNIA)
) SS.
COUNTY OF RIVERSIDE)

AFFIDAVIT OF SEAN E. REID IN SUPPORT OF NOTARIAL PROTEST

I, SEAN E. REID, hereinafter referred to as "Affiant," having first-hand knowledge of the facts stated herein, being competent to make these statements, do hereby state the following facts: To wit,

1. Affiant received a commercial presentment, also known as Letter Dated 1/13/2024/Regarding Account Ending in 8641/Balance Due \$131,337.12/Regarding RTR File Number: 0022278641/In Reference to Property: 6212 Mulan Street, Corona, CA 92880 from Real Time Resolutions, Inc. located at P.O. Box 36655, Dallas, TX 75235-1655, hereinafter referred as Presenter.
2. Affiant prepared a NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE with an Acceptance of the presentment for account #0022278641 which was served on Presenter, Real Time Resolutions, Inc. at P.O. Box 36655, Dallas, TX 75235 via U.S.P.S. Certified Mail Tracking Number 9414 8118 9956 4894 1643 73. The package was not received by Presenter for unknown reasons. The NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE with an Acceptance of the presentment for account #0022278641 was sent to Real Time Resolutions, Inc. at 1349 Empire Central Drive, Suite 150, Dallas, TX 75247 via U.S.P.S. Regular Mail. The NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE with an Acceptance of the presentment for account #0022278641 was also sent to Presenter's Agent for Process of Service via U.S.P.S. Certified Mail Tracking Number 9414 8118 9956 4894 1687 39. It received by CT Corporation on February 1, 2024, at 8:11 a.m. signed by an employee of CT Corporation. (See attached as Exhibit "A")
3. Affiant prepared a NON-NEGOTIABLE NOTICE OF FAULT AND OPPORTUNITY TO CURE along with a NON-NEGOTIABLE NOTICE OF ADEQUATE ASSURANCE OF DUE PERFORMANCE, NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID, and NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID REGARDING THE NOTE for account #0022278641 which was served on Presenter, Real Time Resolutions, Inc. at 1349 Empire Central Drive, Suite 150, Dallas, TX 75247-4029. The NON-NEGOTIABLE NOTICE OF FAULT AND OPPORTUNITY TO CURE, NON-NEGOTIABLE NOTICE OF ADEQUATE ASSURANCE OF DUE PERFORMANCE, NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID, and NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID REGARDING THE NOTE was received by Real Time Resolutions, Inc. via USPS

Certified Mail on Tuesday, February 20, 2024, at 8:35 p.m. via USPS Tracking No. 9414 8118 9956 4869 2951 25 signed by P. Hairston. (See attached as Exhibit "B")

4. Affiant prepared a NON-NEGOTIABLE NOTICE OF DEFAULT IN DISHONOR AND ESTOPPEL and an AFFIDAVIT OF SEAN E. REID for account #0022278641 which was served on Presenter, Real Time Resolutions, Inc. at 1349 Empire Central Drive, Suite 150, Dallas, TX 75247-4029. The NON-NEGOTIABLE NOTICE OF DEFAULT IN DISHONOR AND ESTOPPEL AND AFFIDAVIT OF SEAN E. REID was received by Real Time Resolutions, Inc. via USPS Certified Mail on Friday, March 8, 2024, at 7:03 p.m. via USPS Tracking No. 9414 8118 9956 4854 5538 96 signed for by P. Hairston. (See attached as Exhibit "C")
5. Response to NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE, NEGOTIABLE NOTICE OF FAULT AND OPPORTUNITY TO CURE, NON-NEGOTIABLE NOTICE OF ADEQUATE ASSURANCE OF DUE PERFORMANCE, NON-NEGOTIABLE NOTICE OF AFFIDAVIT OF SEAN E. REID, NON-NEGOTIABLE NOTICE OF SEAN E. REID REGARDING THE NOTE, NON-NEGOTIABLE NOTICE OF DEFAULT IN DISHONOR AND ESTOPPEL, AND AFFIDAVIT OF SEAN E. REID RE CONCEALMENT AND DISHONESTY from January 29, 2024, to the date of this Affidavit has been silence.

Affiant declares the above facts to be true, correct and complete to the best of his knowledge and believe and hereby submits this Affidavit knowing the penalty of bearing false witness before God and Man and under penalty of perjury under the laws of California.

Submitted this 19th Day of March, 2024



Sean E. Reid

All Rights Reserved. Without Prejudice.
U.C.C. § 1-308.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

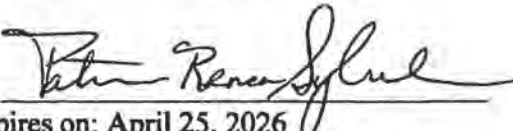
STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

Jurat

Subscribed and sworn to (or affirmed) before me on this 19th day of March, 2024
by Sean E. Reid, proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Notary Full Name Printed: Patricia Renea Sylve

Notary Signature: 
My commission expires on: April 25, 2026



(Seal)

B2678-5283 04/22/2024 1:31 PM Received by California Secretary of State

B2678-5284 04/22/2024 1:31 PM Received by California Secretary of State

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EXHIBIT "A"



February 3, 2024

Dear SEAN REID:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8118 9956 4894 1687 39.

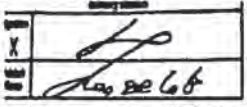

Item Details

Status:	Delivered, Individual Picked Up at Postal Facility
Status Date / Time:	February 1, 2024, 8:11 am
Location:	GLENDAL, CA 91209
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	CT CORPORATION c o Real Time Resolutions Inc

Shipment Details

Weight: 2.0oz

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

B2678-5285 04/22/2024 1:31 PM Received by California Secretary of State

B2678-5286 04/22/2024 1:31 PM Received by California Secretary of State

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EXHIBIT "B"



March 4, 2024

Dear SEAN REID:

The following is in response to your request for proof of delivery on your item with the tracking number: 9414 8118 9956 4869 2951 25.

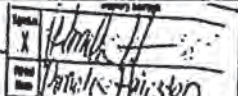
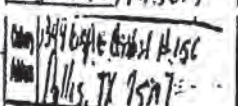
Item Details

Status:	Delivered, PO Box
Status Date / Time:	February 20, 2024, 8:35 pm
Location:	DALLAS, TX 75247
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	REAL TIME RESOLUTIONS INC Private and Confiden

Shipment Details

Weight: 3.0oz

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

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EXHIBIT "C"



March 19, 2024

Dear SEAN REID:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8118 9956 4854 5538 96.

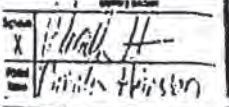
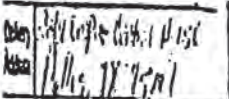
Item Details

Status:	Delivered, PO Box
Status Date / Time:	March 8, 2024, 7:03 pm
Location:	DALLAS, TX 75247
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	REAL TIME RESOLUTIONS INC Private and Confiden

Shipment Details

Weight: 2.0oz

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

B2678-5289 04/22/2024 1:31 PM Received by California Secretary of State

CERTIFICATE OF SERVICE

One, Trina Patterson, a living breathing woman, does hereby swear and affirm on One's own unlimited commercial liability, that true, correct and complete copy of NOTICE OF PROTEST AND OPPORTUNITY TO CURE has been served this date March 21, 2024 via U.S.P.S. Certified Mail Tracking Number 9414 8118 9956 4874 1602 03 addressed as follows:

Real Time Resolutions, Inc.
c/o Shauna Boedeker/ CFO/Treasurer
1349 Empire Central Drive, Suite 150
Dallas, TX 75247-4029

By 
Trina Patterson

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): SEAN E. REID 6212 MULAN STREET CORONA, CA 92880		FOR COURT USE ONLY <div style="font-size: 24px; font-weight: bold; margin: 10px 0;">FILED</div> SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE <div style="font-size: 24px; font-weight: bold; margin: 10px 0;">JUL 18 2024</div> <div style="font-size: 24px; font-family: cursive; margin: 10px 0;">J. Salcido JS.</div>	
TELEPHONE NO: (909) 258-5162 FAX NO: (951) 855-8011 ATTORNEY FOR (Name): PETITIONER PRO PER			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 505 S. BUENA VISTA, ROOM 201 MAILING ADDRESS: 505 S. BUENA VISTA, ROOM 201 CITY AND ZIP CODE: CORONA, CA 92882 BRANCH NAME: CORONA COURTHOUSE			
CASE NAME: Sean E. Reid v. RRA CP OPPORTUNITY TRUST 1			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: CVCO 2404728 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input checked="" type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 1
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: JULY 18, 2024
 SEAN E. REID

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller
Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

☐ BANNING 311 E. Ramsey St., Banning, CA 92220
☐ BLYTHE 265 N. Broadway, Blythe, CA 92225
☒ CORONA 505 S. Buena Vista, Rm. 201, Corona, CA 92882
☐ MORENO VALLEY 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553

☐ MURRIETA 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563
☐ PALM SPRINGS 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
☐ RIVERSIDE 4050 Main St., Riverside, CA 92501

RI-CI032

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address) SEAN E. REID 6212 MULAN STREET CORONA, CA 92880 TELEPHONE NO: (951) 258-5162 FAX NO. (Optional): (951) 855-8011 E-MAIL ADDRESS (Optional): sreidsellhomes@gmail.com ATTORNEY FOR (Name): SEAN E. REID		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE JUL 18 2024 <i>J. Salcido JS</i>	
PLAINTIFF/PETITIONER: SEAN E. REID		CASE NUMBER: CVCO 2404728	
DEFENDANT/RESPONDENT: RRA CP OPPORTUNITY TRUST 1, ET AL			
CERTIFICATE OF COUNSEL			

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

- ☒ The action arose in the zip code of: 92880
- ☒ The action concerns real property located in the zip code of: 92880
- ☐ The Defendant resides in the zip code of: _____

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 3115 at www.riverside.courts.ca.gov.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date JUNE 17, 2024

SEAN E. REID
(TYPE OR PRINT NAME OF ☐ ATTORNEY ☒ PARTY MAKING DECLARATION)

► *Sean E Reid*
(SIGNATURE)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Corona Courthouse
505 S. Buena Vista, Corona, CA 92882
www.riverside.courts.ca.gov

Case Number: CVCO2404728

Case Name: REID vs RRA CP OPPORTUNITY TRUST 1

SEAN E REID
6212 MULAN STREET
CORONA, CA 92880

NOTICE OF HEARING



Notice is hereby given that a Hearing on Petition for Other Petition is scheduled on this case as follows:

Hearing Date	Hearing Time	Department
09/04/2024	8:00 AM	Department C2
Location of Hearing: 505 S. Buena Vista, Corona, CA 92882		

Remote Appearance at Hearing: The court **strongly encourages** parties and counsel to appear remotely for non-evidentiary hearings in civil cases. Pursuant to local rule 3132, persons intending to appear remotely shall notify all opposing parties of their intention to appear remotely before the hearing. Notice may be given informally, including by telephone, email, or text message. To appear remotely, on the day of the hearing, either use your computer, mobile device, or dial (833) 568-8864 (toll free) or (669) 254-5252, when prompted enter:

Meeting ID: 160-906-6364 #
Access Code: Press the # key (no number after the #)

Please MUTE your phone until your case is called, and it is your turn to speak. It is important to note that you must call twenty (20) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.

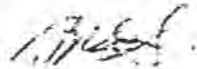
	Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.
	Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing ADA@riverside.courts.ca.gov to request an accommodation. A <i>Request for Accommodations by Persons With Disabilities and Order</i> (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing Notice of Hearing on this date, by depositing said copy as stated above.

Dated: 07/18/2024

JASON B. GALKIN,
Court Executive Officer/Clerk of the Court

by: 

J. Salcido, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Corona Courthouse
505 S. Buena Vista, Corona, CA 92882
www.riverside.courts.ca.gov

Case Number: CVCO2404728

Case Name: REID vs RRA CP OPPORTUNITY TRUST 1

NOTICE OF DEPARTMENT ASSIGNMENT



The above entitled case is assigned to the Honorable Tamara L. Wagner in Department C2 for All Purposes.

Any disqualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

The court follows California Rules of Court, Rule 3.1308(a)(1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law and motion matter are posted on the internet by 3:00 p.m. on the court day immediately before the hearing at <http://riverside.courts.ca.gov/tentativerulings.shtml>. If you do not have internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.


To request oral argument, you must (1) notify the judicial secretary at (760) 904-5722 and (2) inform all other parties, no later than 4:30 p.m. the court day before the hearing. If no request for oral argument is made by 4:30 p.m., the tentative ruling will become the final ruling on the matter effective the date of the hearing.

The filing party shall serve a copy of this notice on all parties.

	Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.
	Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing ADA@riverside.courts.ca.gov to request an accommodation. A <i>Request for Accommodations by Persons With Disabilities and Order</i> (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)

Dated: 07/18/2024

JASON B. GALKIN,
Court Executive Officer/Clerk of the Court

by: 

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